

# **Request for Proposals Table of Contents**

## **PART I – THE SCHEDULE**

### **SECTION A - SOLICITATION/CONTRACT FORM**

SF-33

### **SECTION B - SUPPLIES OR SERVICES AND PRICE/COST**

- B.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE
- B.2. SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT
- B.3. HYBRID CONTRACT TYPE
- B.4. PERFORMANCE PERIOD AND AWARD TERM OPTIONS
- B.5. ESTIMATED COST AND INCENTIVE FEE (NFS 1852.216-84) (OCT. 1996)
- B.6. MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) CONTRACT VALUE - CLINs 901 and 902
- B.7. TOTAL CONTRACT VALUE
- B.8. LIMITATIONS OF FUNDS FIXED PRICE CONTRACTS (NFS 1852.232-77) (MAR 1989)
- B.9. CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990)
- B.10. COST INCENTIVE FEE (FAR 52.216-10) (Jun 2011)
- B.11. TARGET PERFORMANCE INCENTIVE FEE
- B.12. PERFORMANCE REQUIREMENTS SUMMARY (PRS)
- B.13. PAYMENT OF FEES
- B.14. INCENTIVE FEE AVAILABILITY SCHEDULE
- B.15. SPECIAL COST PROVISIONS
- B.16. PROVISIONAL BILLING RATES

**SECTION C – DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT**

- C.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE
- C.2. SCOPE OF WORK
- C.3 SERVICES THE GOVERNMENT WILL PROVIDE

**SECTION D – PACKAGING AND MARKING**

- D.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE
- D.2. IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (NFS 1852.245-74) (JANUARY 2011)

**SECTION E – INSPECTION AND ACCEPTANCE**

- E.1. LIST OF CLAUSES INCORPORATED BY REFERENCE
- E.2. FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION) (FEB 1999)
- E.3. MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72) (AUGUST 2003)
- E.4. GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (NFS 1852.246-71) (OCT 1988)

**SECTION F – DELIVERIES OR PERFORMANCE**

- F.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE
- F.2. PERIOD OF PERFORMANCE
- F.3. PLACE OF PERFORMANCE
- F.4. PHASE-IN AND PHASE-OUT
- F.5. DELIVERY REQUIREMENTS

**SECTION G – CONTRACT ADMINISTRATION DATA**

- G.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE

- G.2. SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)
- G.3. DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)
- G.4. INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JANUARY 2011)
- G.5. GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (FAR 52.245-2) (Apr 2012)
- G.6. LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2 (NFS 1852.245-77) (JANUARY 2011)
- G.7. CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT (NFS 1852.245-70) (JAN 2011) ALTERNATE I (JAN 2011)
- G.8. CAPITALIZATION OF PROPERTY
- G.9. TECHNICAL DIRECTION (NFS 1852.242-70) (SEPTEMBER 1993)
- G.10. STENNIS SPACE CENTER CONTRACTOR EMPLOYEE BADGING
- G.11. MICHoud ASSEMBLY FACILITY (MAF) CONTRACTOR EMPLOYEE BADGING

## **SECTION H – SPECIAL CONTRACT REQUIREMENTS**

- H.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE
- H.2. EXPORT LICENSES (NFS 1852.225-70) (FEBRUARY 2000)
- H.3. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OFFEROR
- H.4. ORGANIZATIONAL CONFLICTS OF INTEREST
- H.5. DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD
- H.6. LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71)(DEC 1988)
- H.7. TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996) ALTERNATE I (OCT 1996)

- H.8. INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ) DIRECT/INDIRECT RATES AND PROFIT/FEE RATES
- H.9. TASK ORDER COST INCREASE NOTIFICATION REQUIREMENTS
- H.10. ADJUSTMENTS TO ATTACHMENT J-1, APPENDIX B RATES, PROVIDES REQUIREMENTS APPLICABLE TO ANY REVISIONS TO THE BURDENED LABOR RATES CONTAINED WITHIN ATTACHMENT J-1, APPENDIX B
- H.11. SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS
- H.12. ASSOCIATE CONTRACTOR AGREEMENT (ACA)
- H.13. COMPUTING SERVICES
- H.14. OBSERVANCE OF REGULATIONS AND POLICY
- H.15. MOTOR VEHICLE MANAGEMENT
- H.16. NATIONAL LABOR RELATIONS ACT
- H.17. SECURITY CONTROLS
- H.18. NASA RECORDS MANAGEMENT
- H.19. ASBESTOS AND LEAD
- H.20. ENVIRONMENTAL PLANNING
- H.21. HAZARDOUS MATERIAL AND HAZARDOUS WASTE MANAGEMENT
- H.22. DATA RIGHTS
- H.23. REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE
- H.24. LIMITATION ON EXECUTIVE COMPENSATION
- H.25. CONTRACTOR REPRESENTATIVE(S)
- H.26. SYNERGY, CONSOLIDATION, ENHANCEMENTS, AND INNOVATION
- H.27. KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MARCH 1989)
- H.28. COMPLIANCE WITH SERVICE CONTRACT ACT (SCA) AND COLLECTIVE BARGAINING AGREEMENT (CBA)
- H.29. INCORPORATION OF CONTRACTOR'S PROPOSAL

- H.30. CONTRACTING OFFICER'S AUTHORITY
- H.31. CONTRACTING OFFICER'S REPRESENTATIVES
- H.32. STRIKE PLAN

## PART II – CONTRACT CLAUSES

### SECTION I – CONTRACT CLAUSES

- I.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE
- I.2. LISTING OF CONSTRUCTION CLAUSES
- I.3. UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (JUL 2013)
- I.4. NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT. 1997)
- I.5. ORDERING (FAR 52.216-18) (OCT 1995)
- I.6. ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995)
- I.7. INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995)
- I.8. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)
- I.9. NOTICE OF RADIOACTIVE MATERIAL (FAR 52.223-7) (JAN 1997)
- I.10. ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (FAR 52.223-9) (MAY 2008)
- I.11. OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)
- I.12. SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FAR 52.247-67) (FEB 2006)
- I.13. AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)
- I.14. SECURITY CLASSIFICATION REQUIREMENTS (NFS 1852.204-75) ( SEP. 1989)
- I.15. OMBUDSMAN (NFS 1852.215-84) (OCT 2003)

- I.16. DRUG-AND-ALCOHOL FREE WORKFORCE (NFS 1852.223-74) (MAR 1996)
- I.17. RESTRICTION ON FUNDING ACTIVITY WITH CHINA (NFS 1852.225-71)
- I.18. MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)
- I.19. BUY AMERICAN ACT – CONSTRUCTION MATERIALS (FAR 52.225-9) (SEP 2010)
- I.20. BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FAR 52.225-11) (NOV 2013)
- I.21. NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE’S REPUBLIC OF CHINA (NFS 1852.225-74)(JUNE 2013) (DEVIATION)
- I.22. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (FAR 52.232-99) (AUG 2012)(DEVIATION)
- I.23. PROPOSAL ADEQUACY CHECKLIST (NFS 1852.215-85) (MARCH 2014)
- I.24. INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (NFS1852.239-72) (APR 2014) (DEVIATION)

### **PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

#### **SECTION J – LIST OF ATTACHMENTS**

- J-1. PERFORMANCE WORK STATEMENT
  - APPENDIX A - ADDITIONAL WORKLOAD DATA
  - APPENDIX B - INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ)  
DIRECT/INDIRECT RATES AND PROFIT/FEE RATES
  - APPENDIX C - ACRONYMS AND DEFINITIONS
- J-2. DATA REQUIREMENTS DOCUMENT (DRD)
- J-3. FEE PLANS
  - APPENDIX A - INCENTIVE FEE
  - APPENDIX B - AWARD TERM OPTION INCENTIVE PLAN
- J-4. WAGE DETERMINATIONS
  - APPENDIX A - SERVICE CONTRACT ACT

APPENDIX B - COLLECTIVE BARGAINING AGREEMENT  
APPENDIX C - DAVIS BACON WAGE DETERMINATIONS

- J-5. SMALL BUSINESS SUBCONTRACTING PLAN
- J-6. SECURITY CLASSIFICATION
- J-7. PERSONAL IDENTITY VERIFICATION (PIV) CARD ISSUANCE PROCEDURES
- J-8. U.S. GOVERNMENT COMPARABLE RATES
- J-9. GOVERNMENT FURNISHED PROPERTY
- J-10. REFERENCE LIBRARY
- J-11. PHASE-IN PLAN

*This space intentionally left blank.*

**PART I – THE SCHEDULE**  
**SECTION B**  
**SUPPLIES OR SERVICES AND PRICE/COST**

**B.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. **NOTE:** Clause Titles that identify CLINs to which the clause applies are for reference purposes only and each clause will be applied in accordance with the applicable FAR or NFS prescription for that clause. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>  
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NONE INCORPORATED BY REFERENCE

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

NONE INCORPORATED BY REFERENCE

(End of Clauses Incorporated by Reference)

**B.2. SUPPLIES AND/OR SERVICES TO BE FURNISHED AND TYPE OF CONTRACT**

- (a) The Contractor shall provide all required services and resources (except as may be expressly stated in this contract as furnished by the Government) necessary to successfully perform all requirements in accordance with the Performance Work Statement (PWS) referenced in Section C and provided in Section J, Attachment 1, SACOM PWS; and all other requirements as specified throughout the contract.
- (b) In addition, the Contractor shall provide all resources and services (except as may be expressly stated in this contract as furnished by the Government) necessary to successfully to perform all phase-in activities in accordance with the Contract Phase-in Plan.



### B.3. HYBRID CONTRACT TYPE

This is a performance-based, hybrid contract that includes Cost-Plus-Incentive-Fee (CPIF), Firm-Fixed-Price (FFP), Indefinite Delivery/Indefinite Quantity (IDIQ), with Award Term Options contract.

- (a) This is a hybrid contract that includes FFP, CPIF, and IDIQ with CPIF or FFP task orders. It includes incentive features for cost and performance (Incentive Fee), as well as incentive features for additional periods of performance (Award Terms Options). The Contract Line Item Number (CLIN) structure and associated PWS Sections and contract type are as follows:

CLIN*	DESCRIPTION	PWS SECTION	CONTRACT TYPE **
0	Phase-In: Contractor shall complete all phase-in activities as required in the Contractor's phase-in plan (Attachment J-11, Phase-In Plan (TBP) will be a Separate Contract Action)	N/A	FFP
X01	SACOM Core Service (Site Services)	5	FFP
X02	SACOM Core Service	1,2,3,4 & 6	CPIF
901	Indefinite Delivery Indefinite Quantity (IDIQ) Summation of Task Orders	5	FFP
902		1,2,3,4 & 6	CPIF

\*The "X" identifies the Contract Period.

**\*\*The following items shall be non-fee bearing for the entire contract (both the direct and indirect costs):** Other Direct Costs and applied indirect rate (obtained through prime or subcontractor) including but not limited to materials, supplies, equipment, software licenses, training and travel are non-fee bearing.

- (b) The contract and supporting data are organized as shown below:
- 1) The SACOM Core Services (Core) covers all work identified in PWS Sections 1.0 through 6.0 of Section J, Attachment J-1, SACOM PWS, with the exception of requirements identified in Clause B.3(b)(2). The Core requirement shall include the administration resources necessary to implement the IDIQ requirements in accordance with Clause H.7, Task Ordering Procedures (NFS 1852.216-80).
    - i. Core work consists of the following examples; refer to Attachment J-1 for full description of services.

1. All Preventative Maintenance
  2. All Corrective Maintenance < \$50K
  3. Design Engineering in support of Core Requirements <\$50K
  4. All Safety, Health, & Environmental Services
  5. Utility Operations (e.g. electric, water, sewer, cryogenic system)
  6. Logistics Services
  7. Site Services Firm Fixed Price (e.g. custodial, roads & grounds, occupational health)
  8. Program/Project/Tenants work < \$5K (covers all PWS sections) (60% of Government Plug of \$7M per year)
  9. Direct Buys (40% of Government Plug of \$7M per year)
- ii. Core work that has been identified in advance, including Option Periods, and for which the estimated cost and fee have been negotiated, shall comprise the negotiated contract value. The negotiated contract value, including the values negotiated for each option period, shall include all direct and indirect cost and fee necessary for performance and delivery of the Core Services Operations.
- 2) IDIQ work shall be performed for PWS Sections designated in B.3(b)2)(i)(1-12) below in support of NASA program and projects, and tenants. In addition, IDIQ work may be performed in all areas of the PWS to support work designated in B.3(b)2)(i)(1-11). IDIQ work (Task orders) shall be issued in accordance with the procedures specified in Clause H.7, Task Ordering Procedures.
- i. IDIQ work shall be initiated for the following:
1. PWS Section 1.4, Business Development
  2. PWS Section 2.1.4, Marine Transportation, Handling and Maintenance
  3. PWS Section 4.1, Design Engineering >\$50K
  4. PWS Section 4.3, Technology Development
  5. PWS Section 4.4, Construction Support
  6. PWS Section 4.5, Testing Services and Support
  7. PWS Section 4.6.2, Operations of Shared Manufacturing Areas/Resources
  8. PWS Section 5.5.5, Catering
  9. PWS Section 5.5.7, NASA Visitor's Center
  10. PWS Section 5.6, Education Services
  11. PWS Section 6.2, Maintenance (Corrective Maintenance) >\$50K
  12. Programs/Projects/Tenant Requirements > \$5K
- ii. The Government may order IDIQ services at any time after contract start in accordance with procedures set forth in Clauses H.7, Task Order Procedures, and FAR 52.216-19 (incorporated in Section I) of this contract. In performing these services the Contractor shall provide all

necessary labor, material, travel, and other direct cost (ODC) as delineated in the individual task order proposals based on the rates delineated in Attachment J-1, Appendix B, IDIQ Direct/Indirect Rates and Profit/Fee.

- (c) Incentive Fees for Cost and Performance: An incentive fee arrangement will be applied based on actual cost (including IDIQ) as compared to negotiated target cost (including IDIQ). An incentive fee arrangement will be applied for performance, based on performance requirements stated in the Performance Requirement Summary (PRS) identified in each PWS Section of Attachment J-1, PWS. Performance and cost will be computed for an annual period over the term of the contract in accordance with the Cost and Incentive Fee Plan set forth in Attachment J-3, Appendix A, Incentive Fee. The Government reserves the right to unilaterally change the frequency and weight distribution of the PRS.

(End of Clause)

#### **B.4. PERFORMANCE PERIOD AND AWARD TERM OPTIONS**

- (a) The Contract has a base period of one year and five months and a two-year option with the potential to earn six (6) one (1) year Award Term Options.

Contract period 2 (Oct 1, 2016 – Sept 30, 2018) consists of the two-year option period, during which the Contractor can earn Contract periods 3 and 4. At the end of the first year of Contract period 2 (Oct 1, 2016 – Sept 30 2017), the Contractor can earn Contract period 3. At the end of the second year of Contract period 2 (Oct 1, 2017 – Sept 30, 2018), the Contractor can earn Contract period 4. Similarly, at the end of each Award Term Option period performed, the Contractor can earn an additional Award Term Option period.

*This space intentionally left blank.*

**Performance Period and Award Term Options Table**

<b>Evaluation Period</b>	<b>Performance Required for Award Term Option</b>	<b>Available Contract Period</b>
<b>Period 1</b> (BASE) May 1, 2015 - September 30, 2016	Option Procedures	N/A
<b>Period 2</b> (2 Year Option - First Year) October 1, 2016 - September 30, 2017	Excellent (91 - 100)	3
<b>Period 2</b> (2 Year Option - Second Year) October 1, 2017 - September 30, 2018	Excellent (91 - 100)	4
<b>Period 3</b> (Award Term 1) October 1, 2018 - September 30, 2019	Excellent (91 - 100)	5
<b>Period 4</b> (Award Term 2) October 1, 2019 - September 30, 2020	Excellent (91 - 100)	6
<b>Period 5</b> (Award Term 3) October 1, 2020 - September 30, 2021	Excellent (91 - 100)	7
<b>Period 6</b> (Award Term 4) October 1, 2021 - September 30, 2022	Excellent (91 - 100)	8
<b>Period 7</b> (Award Term 5) October 1, 2022 - September 30, 2023	N/A	N/A
<b>Period 8</b> (Award Term 6) October 1, 2023 - September 30, 2024	N/A	N/A

- (b) A Contractor must earn an Excellent adjective rating for the first year of Contract period 2 (Oct 1, 2016 – Sept 30, 2017) and each sequential period to earn additional one year periods, not to exceed a total contract period of performance of nine years and five months (see (i) of this clause). In the event that the Contractor earns a rating less than Excellent in Contract period 2 (first year of the two year option (Oct 1, 2016 – Sept 30, 2017) or later, no additional term will be earned and the Government may re-compete the contract at the end of the Contract option period or previously earned contract year(s). Additionally, in order to allow sufficient time for the Government to re-procure services, the Government may require continued performance of any services within the limits and at the rates specified in the Contract for a period of 12 months in addition to the period available in the FAR clause 52.217-8, Option to Extend Service (potential 1-year, 6 months) from the end of the Contract two-year option period or previously earned contract period(s). All Award Term Option Incentive Distributions are made by contractual modification by the contracting officer to add the earned Award Term Option to the period of performance at pre-determined prices.
- (c) Award Term Option Evaluation Factors – Award Term Option evaluation factors are defined in the Award Term Option Incentive Plan. Any changes, deletions, or additions to the evaluation factors for a specific period may be made unilaterally by the Government

and will be provided in writing to the Contractor prior to the start of the Award Term Option period.

The Contractor's performance assessment will be compared to the defined Award Term Option evaluation factors for the period and will serve as the basis for the Government's subjective determination of the Contractor's performance for awarding an additional Award Term Option, if any. Award of an additional term is contingent upon the Contractor meeting the cost gate as outlined in the Award Term Option Incentive Plan.

- (d) **Adjectival Rating** – The following rating system will be used for evaluation of Award Term Option:

Adjectival Rating	Range of Evaluation Rating	Description
Excellent	(91-100)	Contractor has exceeded almost all of the significant award-term option factors and has met overall cost requirements of the contract in the aggregate as defined and measured against the factors in the award-term option plan for the award-term option evaluation period.
Very Good	(76-90)	Contractor has exceeded many of the significant award-term option factors and has met overall cost requirements of the contract in the aggregate as defined and measured against the factors in the award-term option plan for the award-term option evaluation period.
Good	(51-75)	Contractor has exceeded some of the significant award-term option factors and has met overall cost requirements of the contract in the aggregate as defined and measured against the factors in the award-term option plan for the award-term option evaluation period.
Satisfactory	(50)	Contractor has met overall significant award-term option factors and cost requirements of the contract in the aggregate as defined and measured against the factors in the award-term option plan for the award-term option evaluation period.
Unsatisfactory	(Less Than 50)	Contractor has failed to meet overall significant award-term option factors and cost requirements of the contract in the aggregate as defined and measured against the factors in the award-term option plan for the award-term option evaluation period.

- (e) **Cost Gate** - The cost gate is a target that the Contractor must meet before an additional term may be awarded. The cost gate is based on the negotiated cost baseline, as modified through contract changes, if any. The Contractor must meet or under-run cost for the period (or year) before an Award Term Option determination can take place. Consequently, eligibility to receive an Award Term Option is contingent upon meeting the cost gate. In other words, if the cost gate is not met, the Contractor will not be eligible for an Award Term Option regardless of the quality of its performance. Calculation of the Contractor's assessment to the cost gate is further detailed in the Award Term Option Incentive Plan.
- (f) **Award Term Option Determinations** - The Government will determine the Contractor's adjectival rating for the Award Term Option period based on the Contractor's performance as measured against the Award Term Option evaluation factors. At the end of each one year Award Term Option evaluation, the Award Term Option Evaluation Board (ATB) will make a recommendation to the Term Determination Official (TDO). The TDO, who represents the Government, will make the final Award Term Option Determination in

accordance with the Award Term Option Incentive Plan. Actual Award Term Option determinations and the methodology for determining the Award Term Option are unilateral decisions made solely at the discretion of the Government. The Contractor will be awarded an Award Term Option period of contract performance only if the following, in addition to FAR 17.207(c), conditions are met:

- (1) The Contractor has met the cost gate;
- (2) The Government determines that the Contractor meets the performance factors and scores an excellent rating;
- (3) The Government has a continuing need for the requirement to be met; and
- (4) Funds are available.

Note: Nothing in this paragraph is intended to remove the Government's unilateral right to exercising the award term option.

- (g) Review Process - The Contractor may request a review of an annual Award Term Option decision. The request shall be submitted in writing to the Contracting Officer within 15 calendar days after notification of the Award Term Option decision. The SSC Center Director will conduct any Award Term Option decision review.

(End of Clause)

**B.5. ESTIMATED COST AND INCENTIVE FEE (NFS 1852.216-84) (OCT 1996)  
(CLINs X02 and 902)**

The target cost of this contract is \$TBP. The target fee of this contract is \$TBP. The total target cost and target fee, as contemplated by the Incentive Fee clause of this contract are \$TBP (base period and all exercised option periods).

The maximum fee is \$ TBP.

The minimum fee is \$ 0.00.

The cost sharing for cost underruns is:

Ratios for cost underruns will vary based on percentage of performance incentive fee earned in accordance with the Cost and Performance Incentive Fee Plan, Attachment J-3.

The cost sharing for cost overruns is:

Government 80 percent Contractor 20 percent.

(End of Clause)

**B.6. MINIMUM AND MAXIMUM INDEFINITE DELIVERY, INDEFINITE  
QUANTITY (IDIO) CONTRACT VALUE (CLINs 901 and 902)**

- (a) The total maximum contract value, not to exceed (NTE), for CLINs 901 and 902 is \$702,000,000 (CLIN 901 is \$2,000,000 and 902 is \$700,000,000) for the total potential 9 year and 5 month period of performance.

- (b) This NTE amount includes both CPIF and FFP task/delivery orders. The amount includes both cost and fee. The maximum NTE amount is an estimate and does not reflect an obligation of the Government. The Government's obligation hereunder shall be based on the value specified in the task/delivery orders issued during the period of the contract. Due to variations in workload, the Contracting Officer reserves the right to move unused contract value between CLINs 901 and 902. This decision is entirely within the discretion of the Government.
- (c) The firm-fixed value of CLIN 000 shall serve as the minimum guaranteed amount for the IDIQ portion of work. There will be no further obligation on the part of the Government to issue task orders thereafter.

#### **B.7. TOTAL CONTRACT VALUE**

The table below contains the overall total potential contract value. Clause B.5, Estimated Cost and Incentive Fee (NFS 1852.216-84), contains the total value of the contract through the base period and any exercised option periods. Clause F.2, Period of Performance, provides the performance period details for each period, including the phase-in.

<b>SACOM CLIN VALUE STRUCTURE (PHASE-IN)</b>		
<b>CLIN</b>	<b>Work Description</b>	<b>Firm Fixed Price Total</b>
000	PHASE-IN – Non-personal Services: Provide all labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS)) to perform phase-in in accordance with Contractor phase-in plan (Firm-Fixed-Price).	\$

*This space intentionally left blank.*

SACOM CLIN VALUE STRUCTURE (BASE CONTRACT PERIOD 1)		
CLIN	Work Description	Firm Fixed Price Total
101	Non-personal Services: Provide all labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS)) to perform site services in accordance with Performance Work Statement (PWS) 5.0 (Core Work Firm-Fixed-Price)	\$

SACOM CLIN VALUE STRUCTURE (BASE CONTRACT PERIOD 1)									
Column A	Column B*	Column C**	Column D	Column E	Column F	Column G	Column H	Column I***	Column J****
CLIN	Target Cost	Target Cost Total Incentive Fee Pool	Min Cost Fee	Target Cost Fee (25% Of Incentive Fee Pool)	Max Cost Fee	Performance Incentive Fee (75% Of Incentive Fee Pool)	Reimbursements	Contract Value At Target Cost & Performance Fee	Contract Value At Max Cost Fee And Target Performance Fee
102	\$	\$	\$0.00	\$	\$	\$	\$ TBD	\$	\$

\* Includes the Government Directed Core Plug of \$9,916,667

\*\* Column C = (Column E + Column G)

\*\*\* Column I = (Column B + Column C) – Column H

\*\*\*\* Column J = (Column B + Column F + Column G) – Column H

#### CLIN 102 Work Description:

Non-personal Services: Provide all Core Services including but not limited to, labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS) as Government furnished) to perform Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), Engineering and Manufacturing Support Services (PWS 4.0) and Facility Operations & Maintenance (PWS 6.0).

#### CLIN 102 Government Directed Core Plug Description:

The CORE base period 1 contains an additional value of \$9,916,667, which represents the historical work requirements for purchases (Direct Buys) (PWS 1.3.3) (60%) and Program/Project/Tenants service requests under \$5,000 (40%). The Program/Project/Tenants service requests primarily consists of Facility Operations & Maintenance (PWS 6.0); however request may include Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), and Engineering and Manufacturing Support Services (PWS 4.0) requirements.

CLIN	Period Covered	Total
101	May 1, 2015 - Sept 30, 2016	\$
102		*\$
TOTAL FOR BASE PERIOD 1		\$

\* CPIF total at maximum incentive fee



SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 2 - OPTION)		
CLIN	Work Description	Firm Fixed Price Total
201	Non-personal Services: Provide all labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS)) to perform site services in accordance with Performance Work Statement (PWS) 5.0 (Core Work Firm-Fixed-Price)	\$

SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 2 - OPTION)									
Column A	Column B*	Column C**	Column D	Column E	Column F	Column G	Column H	Column I***	Column J****
CLIN	Target Cost	Target Cost Total Incentive Fee Pool	Min Cost Fee	Target Cost Fee (25% Of Incentive Fee Pool)	Max Cost Fee	Performance Incentive Fee (75% Of Incentive Fee Pool)	Reimbursements (-)	Contract Value At Target Cost & Performance Fee	Contract Value At Max Cost Fee And Target Performance Fee
202	\$	\$	\$0.00	\$	\$	\$	\$ TBD	\$	\$

\* Includes the Government Directed Core Plug of \$14M

\*\* Column C = (Column E + Column G)

\*\*\* Column I = (Column B + Column C) – Column H

\*\*\*\* Column J = (Column B + Column F + Column G) – Column H

#### CLIN 202 Work Description:

Non-personal Services: Provide all Core Services including but not limited to, labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS) as Government furnished) to perform Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), Engineering and Manufacturing Support Services (PWS 4.0) and Facility Operations & Maintenance (PWS 6.0).

#### CLIN 202 Government Directed Core Plug Description:

The CORE period 2 contains an additional value of \$14M (\$7M per year), which represents the historical work requirements for purchases (Direct Buys) (PWS 1.3.3) (60%) and Program/Project/Tenants service requests under \$5,000 (40%). The Program/Project/Tenants service requests primarily consists of Facility Operations & Maintenance (PWS 6.0); however request may include Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), and Engineering and Manufacturing Support Services (PWS 4.0) requirements.

CLIN	Period Covered	Total
201	Oct 1, 2016 - Sept 30, 2018	\$
202		*\$
TOTAL FOR CONTRACT PERIOD 2 OPTION		\$

\* CPIF total at maximum incentive fee

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 3 – AWARD TERM OPTION 1)</b>		
CLIN	Work Description	Firm Fixed Price Total
301	Non-personal Services: Provide all labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS)) to perform site services in accordance with Performance Work Statement (PWS) 5.0 (Core Work Firm-Fixed-Price)	\$

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 3 – AWARD TERM OPTION 1)</b>									
Column A	Column B*	Column C**	Column D	Column E	Column F	Column G	Column H	Column I***	Column J****
CLIN	Target Cost	Target Cost Total Incentive Fee Pool	Min Cost Fee	Target Cost Fee (25% Of Incentive Fee Pool)	Max Cost Fee	Performance Incentive Fee (75% Of Incentive Fee Pool)	Reimbursements (-)	Contract Value At Target Cost & Performance Fee	Contract Value At Max Cost Fee And Target Performance Fee
302	\$	\$	\$0.00	\$	\$	\$	\$ TBD	\$	\$

\* Includes the Government Directed Core Plug of \$7M

\*\* Column C = (Column E + Column G)

\*\*\* Column I = (Column B + Column C) – Column H

\*\*\*\* Column J = (Column B + Column F + Column G) – Column H

#### CLIN 302 Work Description:

Non-personal Services: Provide all Core Services including but not limited to, labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS) as Government furnished) to perform Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), Engineering and Manufacturing Support Services (PWS 4.0) and Facility Operations & Maintenance (PWS 6.0).

#### CLIN 302 Government Directed Core Plug Description:

The CORE period 3 contains an additional value of \$7M, which represents the historical work requirements for purchases (Direct Buys) (PWS 1.3.3) (60%) and Program/Project/Tenants service requests under \$5,000 (40%). The Program/Project/Tenants service requests primarily consists of Facility Operations & Maintenance (PWS 6.0); however request may include Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), and Engineering and Manufacturing Support Services (PWS 4.0) requirements.

CLIN	Period Covered	Total
301	Oct 1, 2018 - Sept 30, 2019	\$
302		*\$
TOTAL FOR CONTRACT PERIOD 3 - AWARD TERM OPTION 1		\$

\* CPIF total at maximum incentive fee

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 4 – AWARD TERM OPTION 2)</b>		
CLIN	Work Description	Firm Fixed Price Total
401	Non-personal Services: Provide all labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS)) to perform site services in accordance with Performance Work Statement (PWS) 5.0 (Core Work Firm-Fixed-Price)	\$

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 4 – AWARD TERM OPTION 2)</b>									
Column A	Column B*	Column C**	Column D	Column E	Column F	Column G	Column H	Column I***	Column J****
CLIN	Target Cost	Target Cost Total Incentive Fee Pool	Min Cost Fee	Target Cost Fee (25% Of Incentive Fee Pool)	Max Cost Fee	Performance Incentive Fee (75% Of Incentive Fee Pool)	Reimbursements (-)	Contract Value At Target Cost & Performance Fee	Contract Value At Max Cost Fee And Target Performance Fee
402	\$	\$	\$0.00	\$	\$	\$	\$ TBD	\$	\$

\* Includes the Government Directed Core Plug of \$7M

\*\* Column C = (Column E + Column G)

\*\*\* Column I = (Column B + Column C) – Column H

\*\*\*\* Column J = (Column B + Column F + Column G) – Column H

#### CLIN 402 Work Description:

Non-personal Services: Provide all Core Services including but not limited to, labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS) as Government furnished) to perform Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), Engineering and Manufacturing Support Services (PWS 4.0) and Facility Operations & Maintenance (PWS 6.0).

#### CLIN 402 Government Directed Core Plug Description:

The CORE period 4 contains an additional value of \$7M, which represents the historical work requirements for purchases (Direct Buys) (PWS 1.3.3) (60%) and Program/Project/Tenants service requests under \$5,000 (40%). The Program/Project/Tenants service requests primarily consists of Facility Operations & Maintenance (PWS 6.0); however request may include Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), and Engineering and Manufacturing Support Services (PWS 4.0) requirements.

CLIN	Period Covered	Total
401	Oct 1, 2019 - Sept 30, 2020	\$
402		*\$
TOTAL FOR CONTRACT PERIOD 4 - AWARD TERM OPTION 2		\$

\* CPIF total at maximum incentive fee

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 5 – AWARD TERM OPTION 3)</b>		
CLIN	Work Description	Firm Fixed Price Total
501	Non-personal Services: Provide all labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS)) to perform site services in accordance with Performance Work Statement (PWS) 5.0 (Core Work Firm-Fixed-Price)	\$

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 5 – AWARD TERM OPTION 3)</b>									
Column A	Column B*	Column C**	Column D	Column E	Column F	Column G	Column H	Column I***	Column J****
CLIN	Target Cost	Target Cost Total Incentive Fee Pool	Min Cost Fee	Target Cost Fee (25% Of Incentive Fee Pool)	Max Cost Fee	Performance Incentive Fee (75% Of Incentive Fee Pool)	Reimbursements	Contract Value At Target Cost & Performance Fee	Contract Value At Max Cost Fee And Target Performance Fee
502	\$	\$	\$0.00	\$	\$	\$	\$ TBD	\$	\$

\* Includes the Government Directed Core Plug of \$7M

\*\* Column C = (Column E + Column G)

\*\*\* Column I = (Column B + Column C) – Column H

\*\*\*\* Column J = (Column B + Column F + Column G) – Column H

#### CLIN 502 Work Description:

Non-personal Services: Provide all Core Services including but not limited to, labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS) as Government furnished) to perform Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), Engineering and Manufacturing Support Services (PWS 4.0) and Facility Operations & Maintenance (PWS 6.0).

#### CLIN 502 Government Directed Core Plug Description:

The CORE period 5 contains an additional value of \$7M, which represents the historical work requirements for purchases (Direct Buys) (PWS 1.3.3) (60%) and Program/Project/Tenants service requests under \$5,000 (40%). The Program/Project/Tenants service requests primarily consists of Facility Operations & Maintenance (PWS 6.0); however request may include Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), and Engineering and Manufacturing Support Services (PWS 4.0) requirements.

CLIN	Period Covered	Total
501	Oct 1, 2020 - Sept 30, 2021	\$
502		*\$
TOTAL FOR CONTRACT PERIOD 5 - AWARD TERM OPTION 3		\$

\* CPIF total at maximum incentive fee

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 6 – AWARD TERM OPTION 4)</b>		
CLIN	Work Description	Firm Fixed Price Total
601	Non-personal Services: Provide all labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS)) to perform site services in accordance with Performance Work Statement (PWS) 5.0 (Core Work Firm-Fixed-Price)	\$

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 6 – AWARD TERM OPTION 4)</b>									
Column A	Column B*	Column C**	Column D	Column E	Column F	Column G	Column H	Column I***	Column J****
CLIN	Target Cost	Target Cost Total Incentive Fee Pool	Min Cost Fee	Target Cost Fee (25% Of Incentive Fee Pool)	Max Cost Fee	Performance Incentive Fee (75% Of Incentive Fee Pool)	Reimbursements	Contract Value At Target Cost & Performance Fee	Contract Value At Max Cost Fee And Target Performance Fee
602	\$	\$	\$0.00	\$	\$	\$	\$ TBD	\$	\$

\* Includes the Government Directed Core Plug of \$7M

\*\* Column C = (Column E + Column G)

\*\*\* Column I = (Column B + Column C) – Column H

\*\*\*\* Column J = (Column B + Column F + Column G) – Column H

#### CLIN 602 Work Description:

Non-personal Services: Provide all Core Services including but not limited to, labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS) as Government furnished) to perform Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), Engineering and Manufacturing Support Services (PWS 4.0) and Facility Operations & Maintenance (PWS 6.0) Cost Reimbursable Incentive Fee Award Term.

#### CLIN 602 Government Directed Core Plug Description:

The CORE period 6 contains an additional value of \$7M, which represents the historical work requirements for purchases (Direct Buys) (PWS 1.3.3) (60%) and Program/Project/Tenants service requests under \$5,000 (40%). The Program/Project/Tenants service requests primarily consists of Facility Operations & Maintenance (PWS 6.0) and Direct Buys however request may include Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), and Engineering and Manufacturing Support Services (PWS 4.0) requirements.

CLIN	Period Covered	Total
601	Oct 1, 2021 - Sept 30, 2022	\$
602		*\$
TOTAL FOR CONTRACT PERIOD 6 - AWARD TERM OPTION 4		\$

\* CPIF total at maximum incentive fee

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 7 – AWARD TERM OPTION 5)</b>		
CLIN	Work Description	Firm Fixed Price Total
701	Non-personal Services: Provide all labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS)) to perform site services in accordance with Performance Work Statement (PWS) 5.0 (Core Work Firm-Fixed-Price)	\$

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 7 – AWARD TERM OPTION 5)</b>									
Column A	Column B*	Column C**	Column D	Column E	Column F	Column G	Column H	Column I***	Column J****
CLIN	Target Cost	Target Cost Total Incentive Fee Pool	Min Cost Fee	Target Cost Fee (25% Of Incentive Fee Pool)	Max Cost Fee	Performance Incentive Fee (75% Of Incentive Fee Pool)	Reimbursements	Contract Value At Target Cost & Performance Fee	Contract Value At Max Cost Fee And Target Performance Fee
702	\$	\$	\$0.00	\$	\$	\$	\$ TBD	\$	\$

\* Includes the Government Directed Core Plug of \$7M

\*\* Column C = (Column E + Column G)

\*\*\* Column I = (Column B + Column C) – Column H

\*\*\*\* Column J = (Column B + Column F + Column G) – Column H

#### CLIN 702 Work Description:

Non-personal Services: Provide all Core Services including but not limited to, labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS) as Government furnished) to perform Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), Engineering and Manufacturing Support Services (PWS 4.0) and Facility Operations & Maintenance (PWS 6.0) Cost Reimbursable Incentive Fee Award Term.

#### CLIN 702 Government Directed Core Plug Description:

The CORE period 7 contains an additional value of \$7M, which represents the historical work requirements for purchases (Direct Buys) (PWS 1.3.3) (60%) and Program/Project/Tenants service requests under \$5,000 (40%). The Program/Project/Tenants service requests primarily consists of Facility Operations & Maintenance (PWS 6.0) and Direct Buys; however request may include Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), and Engineering and Manufacturing Support Services (PWS 4.0) requirements.

CLIN	Period Covered	Total
701	Oct 1, 2022 - Sept 30, 2023	\$
702		*\$
TOTAL FOR CONTRACT PERIOD 7 - AWARD TERM OPTION 5		\$

\* CPIF total at maximum incentive fee

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 8 – AWARD TERM OPTION 6)</b>		
CLIN	Work Description	Firm Fixed Price Total
801	Non-personal Services: Provide all labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS)) to perform site services in accordance with Performance Work Statement (PWS) 5.0 (Core Work Firm-Fixed-Price)	\$

<b>SACOM CLIN VALUE STRUCTURE (CONTRACT PERIOD 8 – AWARD TERM OPTION 6)</b>									
Column A	Column B*	Column C**	Column D	Column E	Column F	Column G	Column H	Column I***	Column J****
CLIN	Target Cost	Target Cost Total Incentive Fee Pool	Min Cost Fee	Target Cost Fee (25% Of Incentive Fee Pool)	Max Cost Fee	Performance Incentive Fee (75% Of Incentive Fee Pool)	Reimbursements	Contract Value At Target Cost & Performance Fee	Contract Value At Max Cost Fee And Target Performance Fee
802	\$	\$	\$0.00	\$	\$	\$	\$ TBD	\$	\$

\* Includes the Government Directed Core Plug of \$7M

\*\* Column C = (Column E + Column G)

\*\*\* Column I = (Column B + Column C) – Column H

\*\*\*\* Column J = (Column B + Column F + Column G) – Column H

#### CLIN 802 Work Description:

Non-personal Services: Provide all Core Services including but not limited to, labor, tools, material, and equipment (except as otherwise indicated in the performance work statement (PWS) as Government furnished) to perform Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), Engineering and Manufacturing Support Services (PWS 4.0) and Facility Operations & Maintenance (PWS 6.0) Cost Reimbursable Incentive Fee Award Term.

#### CLIN 802 Government Directed Core Plug Description:

The CORE period 8 contains an additional value of \$7M, which represents the historical work requirements for purchases (Direct Buys) (PWS 1.3.3) (60%) and Program/Project/Tenants service requests under \$5,000 (40%). The Program/Project/Tenants service requests primarily consists of Facility Operations & Maintenance (PWS 6.0) and Direct Buys; however request may include Contract Management (PWS 1.0), Logistics & Product Data Management (PWS 2.0), Safety, Health & Environmental (PWS 3.0), and Engineering and Manufacturing Support Services (PWS 4.0) requirements.

CLIN	Period Covered	Total
801	Oct 1, 2023 - Sept 30, 2024	\$
802		*\$
TOTAL FOR CONTRACT PERIOD 8 - AWARD TERM OPTION 6		\$

\* CPIF total at maximum incentive fee



IDIQ			
CLIN	Work Description	Period Covered	Total
901 (FFP)	IDIQ, Demand, Projects and Tenants. IDIQ Plug Number includes but is not limited to all allowable, allocable, and reasonable labor, material, burdens, overhead, G&A, and fee/profit. The Cost Reimbursable task orders or work request's fees will be costed in the Cost Files and NF533 reporting; however, associated fee amounts will be added to the Fee pool identified under Clause B.14 Incentive Fee Availability Schedule and earned in accordance with Incentive Fee Plan. The Fixed Price task orders profit under this IDIQ CLIN will remain with its associated task order.	5/1/2015 - 9/30/2024	\$ 2,000,000
902 (CPIF)			\$ 700,000,000
TOTAL IDIQ			\$ 702,000,000

GRAND TOTAL ALL CLINS AND ALL YEARS AT MAXIMUM FEE	\$
--	----

**B.8. LIMITATIONS OF FUNDS FIXED PRICE CONTRACTS (NFS 1852.232-77) (MAR 1989) (CLINs x01 and 901)**

- (a) Of the total price of items, CLIN X01 & CLIN 901, the sum of (See table below, CLIN X01 & CLIN 901 incremental funding) is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allocated to the contract in accordance with the following schedule, until the total price of said items is allotted:

SCHEDULE FOR ALLOTMENT OF FUNDS	
Date: TBD	Amounts: TBD

- (b) The Contractor agrees to perform or have performed work on the items specified in paragraph (a) of this clause up to the point at which, if this contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor is not obligated to continue performance of the work beyond that point. The Government is not obligated in any event to pay or reimburse the Contractor more than the amount from time to time allotted to the contract, anything to the contrary in the Termination for Convenience of the Government clause notwithstanding.
- (c) (1) It is contemplated that funds presently allotted to this contract will cover the work to be performed from Contract effective date through dates indicated in sections (h)(i) & (h)(ii) below.



- (2) If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed until that date, or an agreed date substituted for it, the Contractor shall notify the Contracting Officer in writing when within the next 60 calendar days the work will reach a point at which, if the contract is terminated pursuant to the Termination for Convenience of the Government clause of this contract, the total amount payable by the Government (including amounts payable for subcontracts and settlement costs) pursuant to paragraphs (f) and (g) of that clause will approximate 75 percent of the total amount then allotted to the contract.
- (3) (i) The notice shall state the estimate when the point referred to in paragraph (c)(2) of this clause will be reached and the estimated amount of additional funds required to continue performance to the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it.
- (ii) The Contractor shall, 60 calendar days in advance of the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, advise the Contracting Officer in writing as to the estimated amount of additional funds required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties.
- (4) If, after the notification referred to in paragraph (c)(3)(ii) of this clause, additional funds are not allotted by the date specified in paragraph (c)(1) of this clause, or an agreed date substituted for it, the Contracting Officer shall, upon the Contractor's written request, terminate this contract on that date or on the date set forth in the request, whichever is later, pursuant to the Termination for Convenience of the Government clause.
- (d) When additional funds are allotted from time to time for continued performance of the work under this contract, the parties shall agree on the applicable period of contract performance to be covered by these funds. The provisions of paragraphs (b) and (c) of this clause shall apply to these additional allotted funds and the substituted date pertaining to them, and the contract shall be modified accordingly.
- (e) If, solely by reason of the Government's failure to allot additional funds in amounts sufficient for the timely performance of this contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract, and if additional funds are allotted, an equitable adjustment shall be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items to be delivered, or in the time of delivery, or both.
- (f) The Government may at any time before termination, and, with the consent of the Contractor, after notice of termination, allot additional funds for this contract.
- (g) The provisions of this clause with respect to termination shall in no way be deemed to limit the rights of the Government under the default clause of this contract. The provisions of this Limitation of Funds clause are limited to the work on and allotment of funds for the items

set forth in paragraph (a) of this clause. This clause shall become inoperative upon the allotment of funds for the total price of said work except for rights and obligations then existing under this clause.

- (h) Nothing in this clause shall affect the right of the Government to terminate this contract pursuant to the Termination for Convenience of the Government clause of this contract.
- i. This allotment is for CLIN X01 and covers the following estimated period of performance to TBD.

<b>CLIN X01 (Core Service - FFP – Site Services)</b>		
	<b>Contract Value</b>	<b>Incremental Funding</b>
Previous	\$ TBD	\$ TBD
This Action	\$ TBD	\$ TBD
<b>Total CLIN X01 Sum Allocated</b>	<b>\$ TBD</b>	<b>\$ TBD</b>

- ii. This allotment is for CLIN 901 and covers the following estimated period of performance to TBD.

<b>CLIN 901 (IDIQ - FFP)</b>		
	<b>Contract Value</b>	<b>Incremental Funding</b>
Previous	\$ TBD	\$ TBD
This Action	\$ TBD	\$ TBD
<b>Total CLIN 901 Sum Allocated</b>	<b>\$ TBD</b>	<b>\$ TBD</b>

(End of Clause)

#### **B.9. CONTRACT FUNDING (NFS 1852.232-81) (JUN 1990) (CLINs X02 and 902)**

- (a) For purposes of payment of cost, exclusive of fee, in accordance with the Limitation of Funds clause, the total amount allotted by the Government to this contract is listed below. This allotment is for CLINs X02, and 902 and covers the following estimated period of performance: Contract effective date through See section (b)(i) & (b)(ii) below.
- (b) An additional amount of (See table below, CLIN X02 & CLIN 902) is obligated under this contract for payment of Performance Incentive Fee and See table below for Cost Incentive Fee.

- i. This allotment is for CLIN X02 and covers the following estimated period of performance to TBD.

<b>CLIN X02 (Core Service - CPIF)</b>			
	<b>Previous</b>	<b>This Action</b>	<b>Total</b>
Target Cost	<u>\$ TBD</u>	<u>\$ TBD</u>	<u>\$ TBD</u>
<b>Provisional Incentive Fee</b>			
Cost	<u>\$ TBD</u>	<u>\$ TBD</u>	<u>\$ TBD</u>
Performance	<u>\$ TBD</u>	<u>\$ TBD</u>	<u>\$ TBD</u>
Total Incentive Fee (cost plus Performance)	<u>\$ TBD</u>	<u>\$ TBD</u>	<u>\$ TBD</u>
<b>Total Target Cost &amp; Total Provisional Incentive Fee</b>			
<b>Total CLIN X02 Sum Allocated</b>	<u>\$ TBD</u>	<u>\$ TBD</u>	<u>\$ TBD</u>

- ii. This allotment is for CLIN 902 and covers the following estimated period of performance to TBD.

<b>CLIN 902 (IDIQ - CPIF)</b>			
	<b>Previous</b>	<b>This Action</b>	<b>Total</b>
Target Cost	<u>\$ TBD</u>	<u>\$ TBD</u>	<u>\$ TBD</u>
<b>Provisional Incentive Fee</b>			
Cost	<u>\$ TBD</u>	<u>\$ TBD</u>	<u>\$ TBD</u>
Performance	<u>\$ TBD</u>	<u>\$ TBD</u>	<u>\$ TBD</u>
Total Incentive Fee (cost plus Performance)	<u>\$ TBD</u>	<u>\$ TBD</u>	<u>\$ TBD</u>
<b>Total Target Cost &amp; Total Provisional Incentive Fee</b>			
<b>Total CLIN 902 Sum Allocated</b>	<u>\$ TBD</u>	<u>\$ TBD</u>	<u>\$ TBD</u>

**B.10. COST INCENTIVE FEE (FAR 52.216-10) (Jun 2011) (CLINs X02 & 902)**

- (a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.
- (b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.
- (1) “Target cost,” as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) below.
- (2) “Target fee,” as used in this contract, means the fee initially negotiated on the

assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.*

Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee.

Payment of the incentive fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total incentive fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) *Fee payable.*

- (1) The fee payable under this contract shall be the target fee increased by (Refer to Cost and Performance Incentive Plan, Section J, Attachment J-3, Appendix A) or decreased by \$0.20 (overruns) cents for every dollar that the total allowable cost exceeds the target cost. In no event shall the fee be greater than the maximum cost fee plus target performance fee or less than 0 percent of the target cost.
- (2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of:
  - (i) Payments made under assignments; or
  - (ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.
- (3) If this contract is terminated in its entirety, the portion of the target fee payable shall not

be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

- (4) For the purpose of fee adjustment, “total allowable cost” shall not include allowable costs arising out of –
- (i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any Subcontractor;
  - (ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation, that results in the Contractor being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;
  - (iii) Any direct cost attributed to the Contractor’s involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;
  - (iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;
  - (v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or
- (5) All other allowable costs are included in “total allowable cost” for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.
- (f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(End of Clause)

**B.11. TARGET PERFORMANCE INCENTIVE FEE (CLIN X02 & 902)**

The target Performance Incentive Fee shown in the Schedule in Clause B.5 is apportioned among the PWS Sections 1-6 (see Attachment J-1) according to the following percentages:

*Remainder of Page Intentionally Left Blank*

PWS Section 1, Contract Management	20%	PWS Section 4, Engineering, Manufacturing & Testing Support & Construction	30%
PWS Section 2, Logistics & Product Data Management	10%	PWS Section 6, Facility Operations and Maintenance	25%
PWS Section 3, Safety, Health & Environmental	15%		

The Government retains the right to unilaterally make adjustments to the weights for each PWS section.

(End of Clause)

#### **B.12. PERFORMANCE REQUIREMENTS SUMMARY (PRS) (CLINS X02 & 902)**

The purpose of the Performance Requirements Summary (Section J, Attachment J-1, PWS) is to summarize the work requirements and standards of performance. The weights allocated to each PWS section along with individual work requirements are identified. The PRS will be utilized to determine the quarterly and yearly performance assessments.

(End of Clause)

#### **B.13. PAYMENT OF FEES (CLINS X02 & 902)**

- (a) For total Earned Cost and Performance Incentive Fees, the Contractor will be evaluated annually with the exception of the first evaluation period, which will be 1-year, 5 months and assessed as the period of May 1, 2015 through September 30, 2016. The Contracting Officer and the Contracting Officer's Representative (COR) will compute the fee amount based on the Contractor's performance in accordance with the Performance Requirements Summary of Attachment J-1, Performance Work Statement, and Attachment J-3, Appendix A, Cost and Performance Incentive Fee Plan.
- (b) The Government will advise the Contractor in writing of the fee computation. The Contractor is required to submit a separate voucher for earned fee in accordance with Schedule Clause G.2.
- (c) Fee that is not earned in an evaluation period cannot be reallocated to future evaluation periods.
- (d) Up to eighty five percent (85%) of the potential total incentive fee may be provisionally paid to the Contractor in periodic installments based upon the quality of performance and/or percentage of work completed as determined by the Contracting Officer. In the event that the earned incentive fee, as determined by the Contracting Officer, is less than the provisional payments for the period, the Contractor will credit the contract the difference by submitting a separate voucher entitled "Incentive Fee Adjustment" for the amount of such overpayment. In the event that the incentive fee earned is more than the provisional payments, the

Contractor may bill in one lump sum the difference between the incentive fee earned and the provisional fee payments made during each contract year by submitting a separate fee voucher. Costs accrued and allocated for fee should only be adequate to properly liquidate the contractor's estimate of anticipated award fee and/or actual fee earned. The Contractor shall review the rate on a semi-annual basis and notify the government of rate adjustments. Due to the diversity of the customers/tenants, the Contractor shall allocate the fee pool to all customers/tenants that initiate work.

(e) In the event this contract is terminated prior to a regularly scheduled annual evaluation period, the incentive to be paid the Contractor may be an appropriate portion of the potential incentive fee, if any, as may be determined by the Contracting Officer and the Contracting Officer's Representative. Any overpayment in provisional incentive fee will be credited on the next cost voucher submitted.

(End of Clause)

**B.14. INCENTIVE FEE AVAILABILITY SCHEDULE (CLINS X02 & 902)**

- (a) The amount of incentive fee earned shall be determined in accordance with the Attachment J-3, Appendix A, and Cost and Performance Incentive Fee Plan. The following table specifies the incentive fee available and incentive fee earned for each evaluation period. Each evaluation period will be 12 months in length, with the exception of the first period (17 months). The available fee amount shall be based on the fee associated with the Offeror's Basis of Estimate (BOE) plan for work distribution. At the end of each evaluation period and prior to the fee determination, the sum of the available Incentive Fee for the Core and IDIQ initiated task orders will establish the total available fee amount. The Government may unilaterally adjust the total incentive fee available if actual work performed was not in accordance with the approved BOE due to external factors. The "TBD" data below will be specified by contract modification.

*Remainder of Page Intentionally Left Blank*

Incentive Fee Evaluation Period	Target Incentive "Performance" Fee Pool (Core)	Target Incentive "Performance" Fee Pool (IDIQ)*	TOTAL Target "Performance" Incentive Fee Pool (CORE & IDIQ)	Total "Performance" Incentive Fee Percentage Earned	Total "Performance" Incentive Fee Earned	Target "Cost" Incentive Fee Pool	Total "Cost" Incentive Fee Earned	Total Incentive Fee Earned
1 (5/1/2015 to 9/30/16)	\$TBD	\$TBD by Task Orders issued	\$TBD	TBD%	\$TBD	\$TBD	\$TBD	\$TBD
2 (10/1/16 to 9/30/17)	\$TBD	\$TBD by Task Orders issued	\$TBD	TBD%	\$TBD	\$TBD	\$TBD	\$TBD
2 (10/1/17 to 9/30/18)	\$TBD	\$TBD by Task Orders issued	\$TBD	TBD%	\$TBD	\$TBD	\$TBD	\$TBD
3 (10/1/18 to 9/30/19)	\$TBD	\$TBD by Task Orders issued	\$TBD	TBD%	\$TBD	\$TBD	\$TBD	\$TBD
4 (10/1/19 to 9/30/20)	\$TBD	\$TBD by Task Orders issued	\$TBD	TBD%	\$TBD	\$TBD	\$TBD	\$TBD
5 (10/1/20 to 9/30/21)	\$TBD	\$TBD by Task Orders issued	\$TBD	TBD%	\$TBD	\$TBD	\$TBD	\$TBD
6 (10/1/21 to 9/30/22)	\$TBD	\$TBD by Task Orders issued	\$TBD	TBD%	\$TBD	\$TBD	\$TBD	\$TBD
7 (10/1/22 to 9/30/23)	\$TBD	\$TBD by Task Orders issued	\$TBD	TBD%	\$TBD	\$TBD	\$TBD	\$TBD
8 (10/1/23 to 9/30/24)	\$TBD	\$TBD by Task Orders issued	\$TBD	TBD%	\$TBD	\$TBD	\$TBD	\$TBD

\* Paragraphs (b) and (c) below are only applicable to task orders.

- (b) The maximum incentive fee amount available to the Contractor on each task order will be established in accordance with clause H.7, Task Ordering Procedure (NFS 1852.216-80).
- (c) The incentive fee available for each evaluation period will be determined based on the task orders projected to be performed during that period. If a task order is projected to be started and completed during a particular evaluation period, then the incentive fee for that particular task order will be included in the incentive fee available for that period only. If a task order is started in a particular evaluation period and projected to extend beyond that period, then the incentive fee for that particular task order will be distributed by the Contracting Officer across the appropriate evaluation period(s).

(End of Clause)



## **B.15. SPECIAL COST PROVISIONS**

Without otherwise affecting the applicability of the cost principles set forth in FAR Part 31, and pursuant to the terms of the contract clause entitled “Allowable Cost and Payment,” the Contractor shall be reimbursed for such actual and allowable expenditures incurred in the performance of work required by this contract as may be approved by the Contracting Officer subject to the following limitations and provisions:

### **(a) Exempt Labor Rates**

Subject to the following, the fully Burdened Labor rates for Exempt Personnel will not increase above the contract awarded amount during the Basic period, Option period, and Award Term Option periods without the prior written approval of the Contracting Officer.

### **(b) Fringe Benefits**

The Contractor shall inform the Contracting Officer of all proposed changes in fringe benefits which may result in an increased cost to the contract as soon as practicable but, in any event, prior to such changes being implemented. Fringe benefits include, but are not limited to, health insurance, life insurance, pension plans, retiree health care, savings plans, bonus plans, education assistance, and leave policies. Failure to comply with the terms of this clause may result in the disallowance of costs.

### **(c) Incentive Compensation for Direct/Indirect Employees**

Incentive compensation for all Contract Years for all direct and indirect employees, including cash bonuses (excluding suggestion and safety awards), shall not be allowable direct or indirect cost under this contract. The Contractor shall provide a summary of incentive compensation for each contract year to the Contracting Officer and Corporate Administrative Contracting Officer within 60 calendar days after the end of the prior year.

### **(d) Bonuses to Hourly Employees**

As a result of paying “bonuses” to hourly employees, the Contractor is required under 29 CFR Part 778.208 of the Fair Labor Standards Act to recalculate base rates for purposes of determining overtime pay for the period covered by the bonus payment. This calculation will result in an additional one time, retroactive payment for overtime worked during the period. Such retroactive payments shall not be considered allowable costs under this contract.

(e) Premiums for Scheduled Overtime

Pursuant to the clause entitled FAR 52.222-2, “Payment for Overtime Premiums,” the amount of overtime premium authorized shall not exceed the amount specified below for the indicated period.

<u>Amount</u>	<u>Period</u>
<u>\$TBP</u>	05/01/15 – 09/30/16
<u>\$TBP</u>	10/01/16 – 09/30/17
<u>\$TBP</u>	10/01/17 – 09/30/18
<u>\$TBP</u>	10/01/18 – 09/30/19
<u>\$TBP</u>	10/01/19 – 09/30/20
<u>\$TBP</u>	10/01/20 – 09/30/21
<u>\$TBP</u>	10/01/21 – 09/30/22
<u>\$TBP</u>	10/01/22 – 09/30/23
<u>\$TBP</u>	10/01/23 – 09/30/24

Note 1: All overtime (scheduled and non-scheduled) shall be coordinated with, and concurred in, by the Contracting Officer’s Representative prior to work.

Note 2: This clause satisfies the fill-in requirement for FAR Clause 52.222-2.

(f) Severance Pay

Severance pay reimbursement shall be in accordance with the provisions of FAR Part 31.205-6(g). However, termination of employment related to contract expiration shall not be considered to be involuntary termination as defined by FAR Part 31.205-6(g). Accordingly, any payment in addition to regular salaries and wages that is made as a result of or in connection with the expiration of any basic, option, or extended period of contract performance shall be an unallowable cost. Any termination effective within 60 calendar days of contract expiration shall be presumed to be a result of or in connection with contract expiration.

(g) Relocation Costs

Reimbursement for relocation costs shall be in accordance with FAR Part 31.205-35. It is mutually agreed that upon expiration or termination of this contract, the Contractor shall not be entitled to reimbursement under this contract for cost of relocating employees to their “home” site or any other gaining contracting activity. No relocation costs will be reimbursable under this contract for employees whose residence at time of hiring was within a sixty mile radius of the John C. Stennis Space Center or the Michoud Assembly Facility.

(h) Travel Costs

The Contractor shall be reimbursed for reasonable and allowable lodging and subsistence costs incurred for official travel only to the extent that they do not exceed

the maximum rates authorized by the Federal Travel Regulations (FTR) at the following web address: <http://www.gsa.gov/ftr> and in accordance with the provisions of FAR Part 31.205-46 and applicable Agency restrictions.

(i) Vehicle Costs

General purpose vehicle cost shall be approved by the appropriate site's NASA Transportation Officer.

**B.16. PROVISIONAL BILLING RATES (CLINS X02 & 902)**

Provisional Indirect Billing Rates:

- (a) For Indirect expenses and G&A expenses, the Contractor may submit interim billings based on actual, cumulative pool costs not to exceed the cognizant Government auditor-approved provisional billing rates.
- (b) To prevent substantial over or under payment, the provisional billing rates shall be reviewed at least annually by the Contractor. Whenever actual rates vary by 10% or more of the current billing rate, the Contractor shall propose revisions for the NASA Contracting Officer's approval. Proposed revisions are subject to review by Government auditors.

(End of Clause)

(END OF SECTION)

*Remainder of Page Intentionally Left Blank*

**PART I – THE SCHEDULE**  
**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/PERFORMANCE WORK STATEMENT**

**C.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>  
<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

NONE INCORPORATED BY REFERENCE

II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES

NONE INCORPORATED BY REFERENCE

(End of Clauses Incorporated By Reference)

**C.2. SCOPE OF WORK**

- (a) The Contractor shall furnish the necessary management, labor, facilities, materials, and equipment (except as may be expressly stated in this contract as furnished by the Government) necessary to provide facility operating services for the John C. Stennis Space Center, MS (SSC); the Michoud Assembly Facility, LA (MAF); and Resident Agencies and Tenants at SSC and MAF as expressly provided in the RFP. Sections A through J shall be incorporated in or made a part of the contract. The Contractor shall perform the work specified in the Section J, Attachment 1 and other attachments in Section J of this contract. The work effort is performance-based.

**C.3. SERVICES THE GOVERNMENT WILL PROVIDE**

The following services are not part of the SACOM PWS but are provided by the Government as Support Services for SSC and MAF:

1. SSC's Laboratory Service Contract (LSC) provides measurement standards, calibration and metrology services, chemical analysis, gas and material analysis, material strength testing and Mississippi environment lab services.
2. SSC's Information Technology Support (ITS) contract provides information technology support at SSC. MSFC's Information Technology Support (MITS) contract provides information technology support at MAF.
3. NASA Agency Consolidated End-Users Services (ACES) provides computer desktop services.
4. SSC's Protective Service contract provides security services at SSC. MSFC's Protective Service contract provides security services at MAF.
5. SSC's Clerical Support Contract provides travel service that the SACOM Contractor shall utilize for all travel associated with SACOM.
6. MSFC's Fire Department agreement provides fire department response at MAF.

(End of Clause)

(END OF SECTION)

*Remainder of Page Intentionally Left Blank*

**PART I – THE SCHEDULE**  
**SECTION D**  
**PACKAGING AND MARKING**

**D.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE**

CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:

NONE INCORPORATED BY REFERENCE

II. NASA FAR SUPPLEMENTS (48 CFR CHAPTER 18) CLAUSES:

CLAUSES INCORPORATED BY REFERENCE	
CLAUSE NUMBER	CLAUSE TITLE (DATE)
1852.211-70	PACKAGING, HANDLING, AND TRANSPORTATION (SEP 2005) <i>Note: Additional Packaging, Handling, and Transportation Instructions will be listed at the Task Order Level if required.</i>

**D.2. IDENTIFICATION AND MARKING OF GOVERNMENT EQUIPMENT (NFS 1852.245-74) (JANUARY 2011)**

- (a) The Contractor shall identify all equipment to be delivered to the Government using NASA Technical Handbook (NASA–HDBK) 6003, Application of Data Matrix Identification Symbols to Aerospace Parts Using Direct Part Marking Methods/Techniques, and NASA Standard (NASA–STD) 6002, Applying Data Matrix Identification Symbols on Aerospace Parts or through the use of commercial marking techniques that: (1) are sufficiently durable to remain intact through the typical lifespan of the property and (2) contain the data and data format required by the standards. This requirement includes deliverable equipment listed in the schedule and other equipment when no longer required for contract performance and NASA directs physical transfer to NASA or a third party. The Contractor shall identify property in both machine and human readable form unless the use of a machine readable-only format is approved by the NASA Industrial Property Officer.

- (b) Equipment shall be marked in a location that will be human readable, without disassembly or movement of the equipment, when the items are placed in service unless such placement would have a deleterious effect on safety or on the item's operation.
- (c) Concurrent with equipment delivery or transfer, the Contractor shall provide the following data in an electronic spreadsheet format:
  - (1) Item Description.
  - (2) Unique Identification Number (License Tag).
  - (3) Unit Price.
  - (4) An explanation of the data used to make the unique identification number.
- (d) For equipment no longer needed for contract performance and physically transferred under paragraph (a) of this clause, the following additional data is required:
  - (1) Date originally placed in service.
  - (2) Item condition.
- (e) The data required in paragraphs (c) and (d) of this clause shall be delivered to the NASA Center receiving activity listed below:

NASA Transportation Officer  
Bldg. 220; Attn: Property Manager  
Michoud Assembly Facility  
13800 Old Gentilly Blvd.  
New Orleans, LA 70129
- (f) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that require delivery of equipment.

(End of clause)

(END OF SECTION)

*Remainder of Page Intentionally Left Blank*

**PART I – THE SCHEDULE**  
**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**E.1. LIST OF CLAUSES INCORPORATED BY REFERENCE**

CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. **NOTE:** Clause Titles that identify CLINs to which the clause applies are for reference purposes only and each clause will be applied in accordance with the applicable FAR or NFS prescription for that clause. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

<b>CLAUSES INCORPORATED BY REFERENCE</b>	
<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE (DATE)</b>
52.246-2	INSPECTION OF SUPPLIES – FIXED PRICE (AUG 1996) (CLINS X01 & 901)
52.246-3	INSPECTION OF SUPPLIES – COST REIMBURSEMENT (MAY 2001) (CLINS X02 & 902)
52.246-4	INSPECTION OF SERVICE – FIXED PRICE (AUG 1996) (CLINS X01 & 901)
52.246-5	INSPECTION OF SERVICE – COST REIMBURSABLE (APR 1984) (CLINS X02 & 902)
52.246-13	INSPECTION – DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS (AUG 1996)
52.246-16	RESPONSIBILITY FOR SUPPLIES (APR 1984)

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES**

NONE INCORPORATED BY REFERENCE

(End of Clauses Incorporated By Reference)

**E.2. FAR 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT  
(GOVERNMENT SPECIFICATION) (FEB 1999)**



The Contractor shall comply with the standard titled: ANSI/ISO/ASQ Q9001:2008, *Quality Management Systems Requirements*. The Contractor shall obtain certification in ANSI/ISO/ASQ Q9001:2008 within 18 months of the contract start date.

(End of Clause)

**E.3. MATERIAL INSPECTION AND RECEIVING REPORT (NFS 1852.246-72)  
(AUGUST 2003)**

- (a) At the time of each delivery to the Government under this contract, the Contractor shall furnish a Material Inspection and Receiving Report (DD Form 250 series) prepared in original and 2 copies.
- (b) The Contractor shall prepare the DD Form 250 in accordance with NASA FAR Supplement 1846.6. The Contractor shall enclose the copies of the DD Form 250 in the package or seal them in a waterproof envelope, which shall be securely attached to the exterior of the package in the most protected location.
- (c) When more than one package is involved in a shipment, the Contractor shall list on the DD Form 250, as additional information, the quantity of packages and the package numbers. The Contractor shall forward the DD Form 250 with the lowest numbered package of the shipment and print the words "CONTAINS DD FORM 250" on the package.

(End of clause)

**E.4. GOVERNMENT CONTRACT QUALITY ASSURANCE FUNCTIONS (NFS 1852.246-71) (OCT 1988)**

In accordance with the inspection clause of this contract, the Government intends to perform the following functions at the locations indicated: Conduct periodic surveillance of services, for both on and off-site (off-site from SSC and MAF), provided by the Contractor to ensure conformance to the requirements in the PWS and any task orders. Surveillance by the Government will be in accordance with the Government's Quality Assurance Surveillance Plan (QASP) and may be conducted by a Government Representative other than the Contracting Officer's Representative (COR) or Contracting Officer (CO).

The methods of surveillance that may be used include, but are not limited to:

- (a) Record Review (RR). Plans, Reports and Schedules submitted by the Contractor will be reviewed for content to confirm that contractual requirements are planned, scheduled and reported as properly completed. The Contractor is also responsible for accurately reporting work that was either rescheduled or not completed.
- (b) Planned Inspections (PI). The Performance Monitors (PM) shall establish a predetermined plan for inspecting all or part of the work. Determination of a sample size is at the

discretion of the Government. The planned approach of inspecting for performance may or may not be shared with the Contractor.

- (c) Unplanned Inspection (UPI). This method is an unplanned inspection, usually carried out in conjunction with inspections of other Contract Requirements or in an impromptu fashion. Unscheduled Inspections may be a supplement to other methods of surveillance or could cover a Contract Requirement if it is a relatively non-critical Requirement and does not require inspection immediately upon completion.
- (d) Validated Customer Complaints (VCC). This method consists of customers observing deficiencies in the services they expect to receive and reporting these deficiencies to a PM using a predetermined procedure. All reported potential deficiencies will be examined at the site by a PM within a reasonable time.

(End of Clause)

(END OF SECTION)

*Remainder of Page Intentionally Left Blank*

**PART I – THE SCHEDULE**  
**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**F.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE**

CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. **NOTE:** Clause Titles that identify CLINs to which the clause applies are for reference purposes only and each clause will be applied in accordance with the applicable FAR or NFS prescription for that clause. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.acquisition.gov/Far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

<b>CLAUSES INCORPORATED BY REFERENCE</b>	
<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE (DATE)</b>
52.242-15	STOP-WORK ORDER (APR 1984) (CLINS X01 & 901)
52.242-15	STOP-WORK ORDER, ALTERNATE I (APR 1989) (CLINS X02 & 902)
52.247-34	F.O.B. DESTINATION (NOV 1991) (CLINS X01 & 901)

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:**

NONE INCORPORATED BY REFERENCE

(End of Clauses Incorporated By Reference)

**F.2. PERIOD OF PERFORMANCE**

- (a) The basic period of performance of this contract shall be 1-year, 5 months from May 1, 2015 through September 30, 2016.
- (b) The Government may increase the period of performance by exercising a two-year option from October 1, 2016 through September 30, 2018.

- (c) The Government may increase the period of performance by awarding six (6) Award Term Option periods (See Award Term Option Incentive Plan, Attachment J-3 Appendix B) for one year each (See SACOM Period of Performance Table below).

<b>SACOM Period of Performance Table</b>		
<b>Period</b>	<b>Start</b>	<b>End</b>
Base	May 1, 2015	September 30, 2016
Option	October 1, 2016	September 30, 2018
Award Term Option 1	October 1, 2018	September 30, 2019
Award Term Option 2	October 1, 2019	September 30, 2020
Award Term Option 3	October 1, 2020	September 30, 2021
Award Term Option 4	October 1, 2021	September 30, 2022
Award Term Option 5	October 1, 2022	September 30, 2023
Award Term Option 6	October 1, 2023	September 30, 2024

- (d) In addition, each task order issued will identify a specific period of performance. Issuance of task orders will not occur beyond the current contract expiration date. Performance of all task orders issued before the end of the contract period of performance shall adhere to the performance period identified in Section I.7, Indefinite Quantity, FAR 52.216-22 (Oct 1995).

(End of clause)

### **F.3. PLACE OF PERFORMANCE**

The Contractor shall perform the work under this contract at the John C. Stennis Space Center, Mississippi, and Michoud Assembly Facility, Louisiana, and at such other locations as may be approved in writing by the Contracting Officer.

(End of Clause)

### **F.4. PHASE-IN AND PHASE-OUT**

- (a) Contractor Phase-In: The services provided by this contract are vital to meeting the overall NASA mission, and continuity must be maintained at a consistently high level without interruption. The Contractor shall meet full performance requirements from the start date of the base contract period. The Phase-In period shall not exceed 89 calendar days prior to the start date of the base contract period. Office space **will be** provided by the Government during the Phase-In period. The Contractor shall support, at a minimum, a weekly meeting with the preceding Contractor and Government representatives to discuss/identify problems or areas requiring attention during this Phase-In period, to ensure a smooth transition. The Contractor shall accomplish Phase-In in accordance with its proposed Attachment J-12, Phase-In Plan.
- (b) Contractor Phase-Out: Near the conclusion of this contract, the Contractor shall exercise its best efforts to effect an orderly and efficient transition to a successor Contractor to ensure

that the required services are performed without interruption. FAR clause 52.237-3, Continuity of Services, incorporated in Section I of this contract shall apply.

(End of Clause)

**F.5. DELIVERY REQUIREMENTS**

- (a) Data Requirements: All Data Requirements shall be submitted in accordance with the reporting instructions identified in the Data Requirements Document (DRD) via the Stennis Contracts Deliverable System (SCDS).
- (b) Other Deliveries: Delivery shall be f.o.b. destination to the facility listed below or as specified in individual task orders:

National Aeronautics and Space Administration  
Bldg. 220; Attn: Property Manager  
Michoud Assembly Facility  
13800 Old Gentilly Blvd.  
New Orleans, LA 70129

The Contractor shall retain full responsibility for deliveries and equipment handling, even if a Contractor's representative is not present during this process.

- (c) The Contractor shall notify the Contracting Officer and the COR as soon as it becomes apparent to the Contractor that a scheduled delivery will be late. The Contractor shall include in the notification the rationale for late delivery, the expected date for the delivery, and the project impact of the late delivery. The COR will review the new schedule and provide guidance to the Contractor.

(End of Clause)

(END OF SECTION)

*Remainder of Page Intentionally Left Blank*

**PART I – THE SCHEDULE**  
**SECTION G**  
**CONTRACT ADMINISTRATION DATA**

**G.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE**

CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. **NOTE:** Clause Titles that identify CLINs to which the clause applies are for reference purposes only and each clause will be applied in accordance with the applicable FAR or NFS prescription for that clause. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.acquisition.gov/Far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

<b>CLAUSES INCORPORATED BY REFERENCE</b>	
<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE (DATE)</b>
52.245-1	GOVERNMENT PROPERTY (APR 2012)

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:**

<b>CLAUSES INCORPORATED BY REFERENCE</b>	
<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE (DATE)</b>
1852.223-71	FREQUENCY AUTHORIZATION (DEC 1988)
1852.227-70	NEW TECHNOLOGY (MAY 2002)
1852.242-71	TRAVEL OUTSIDE OF THE UNITED STATES (DEC 1988) (CLINS X02 & 902)
1852.242-73	NASA CONTRACTOR FINANCIAL MANAGEMENT REPORTING (NOV 2004)
1852.245-73	FINANCIAL REPORTING OF NASA PROPERTY IN THE CUSTODY OF CONTRACTORS (JAN 2011) <i>Paragraph (b) (3) Fill-in: NASA Stennis Space Center, Industrial Property Officer, Building 1100, Mail Stop RA50, Stennis Space Center, MS 39529</i> <i>Paragraph (b) (3) Fill-in: NASA Michoud Assembly Facility, Industrial Property Officer, Building 320, Mail Stop AS60, Michoud Assembly Facility, LA 70189</i>
1852.245-75	PROPERTY MANAGEMENT CHANGE (JAN 2011)
1852.245-78	PHYSICAL INVENTORY OF CAPITAL PERSONAL PROPERTY (JAN 2011)
1852.245-79	RECORDS AND DISPOSITION REPORTS FOR GOVERNMENT PROPERTY

	WITH POTENTIAL HISTORIC OR SIGNIFICANT REAL VALUE (JAN 2011)
1852.245-82	OCCUPANCY MANAGEMENT REQUIREMENTS (JAN 2011)

(End of Clause)

**G.2. SUBMISSION OF VOUCHERS FOR PAYMENT (NFS 1852.216-87) (MAR 1998)**  
**(CLINS X02 & 902)**

- (a) The designated billing office for cost vouchers for purposes of the Prompt Payment clause of this contract is indicated below. Public vouchers for payment of costs shall include a reference to the number of this contract.
- (b) (1) If the Contractor is authorized to submit interim cost vouchers directly to the NASA paying office, the original voucher should be entered into the DOD WAWF system. To access the DOD WAWF system, the contractor is required to have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.govandberegisteredtousestheDODWAWFathttps://wawf.eb.mil> following the step-by-step procedures for self-registration available at this web site. Contractors can obtain NASA invoice payment information, to include NASA Activity Address Codes, at the NASA Shared Services Center (NSSC) Vendor Payment information web site at <https://www.nssc.nasa.gov/vendorpayment>.
- (2) Copies of vouchers should be submitted as directed by the Contracting Officer.
- (c) If the Contractor is not authorized to submit interim cost vouchers directly to the paying office as described in paragraph (b), the Contractor shall prepare and submit vouchers as follows:
  - (1) One original Standard Form (SF) 1034, SF 1035, or equivalent Contractor's attachment to:

DCAA mailing office (for submission of cost vouchers) address:

**OFFEROR FILL IN APPLICABLE DCAA OFFICE**

- (2) Five copies of SF 1034, SF 1035A, or equivalent Contractor's attachment to the following offices by insertion in the memorandum block of their names and addresses:
  - (ii) Copy 1 NASA Contracting Officer
  - (iii) Copy 2 Auditor
  - (iv) Copy 3 Contractor
  - (v) Copy 4 Contract administration office; and
  - (vi) Copy 5 Project management office.
- (3) The Contracting Officer may designate other recipients as required.

- (d) Public vouchers for payment of fee shall be prepared similarly to the procedures in paragraphs (b) or (c) of this clause, whichever is applicable, and be forwarded to:

NASA John C. Stennis Space Center  
Attn: Contracting Officer  
Stennis Space Center, MS 39529-6000

This is the designated billing office for fee vouchers for purposes of the Prompt Payment clause of this contract.

- (e) In the event that amounts are withheld from payment in accordance with provisions of this contract, a separate voucher for the amount withheld will be required before payment for that amount may be made.

(End of Clause)

**G.3. DESIGNATION OF NEW TECHNOLOGY REPRESENTATIVE AND PATENT REPRESENTATIVE (NFS 1852.227-72) (JUL 1997)**

- (a) For purposes of administration of the clause of this contract entitled “New Technology” or “Patent Rights—Retention by the Contractor (Short Form),” whichever is included, the following named representatives are hereby designated by the Contracting Officer to administer such clause:

For MAF:

Title	Office	Address (including zip code)
New Technology Representative	Technology Development & Transfer Officer	NASA Marshall Space Flight Center, Marshall Space Flight Center, AL 35812
Patent Representative	Chief Counsel	

For SSC:

Title	Office	Address (including zip code)
New Technology Representative	NASA Technology Utilization Officer	John C. Stennis Space Center Stennis Space Center, MS 39529-6000
Patent Representative	Chief Counsel	Mail Code CC-A Kennedy Space Center, FL 32899

- (b) Reports of reportable items, and disclosure of subject inventions, interim reports, final reports, utilization reports, and other reports required by the clause, as well as any correspondence with respect to such matters, should be directed to the New Technology Representative unless transmitted in response to correspondence or request from the Patent Representative. Inquiries or requests regarding disposition of rights, election of rights, or related matters should be directed to the Patent Representative. This clause shall be



included in any subcontract hereunder requiring a “New Technology” clause or “Patent Rights—Retention by the Contract (Short Form)”, unless otherwise authorized or directed by the Contracting Officer. The respective responsibilities and authorities of the above-named representatives are set forth in 1827.305-370 of the NASA FAR Supplement.

(End of Clause)

**G.4. INSTALLATION-ACCOUNTABLE GOVERNMENT PROPERTY (NFS 1852.245-71) (JANUARY 2011)**

- (a) The Government property described in paragraph (c) of this clause may be made available to the Contractor on a no-charge basis for use in performance of this contract. This property shall be utilized only within the physical confines of the NASA installation that provided the property unless authorized by the Contracting Officer under (b)(1)(iv). Under this clause, the Government retains accountability for, and title to, the property, and the Contractor shall comply with the most current issue of:

NASA Procedural Requirements (NPR) 4100, NASA Materials Inventory Management Manual;

NASA Procedural Requirements (NPR) 4200, NASA Equipment Management Procedural Requirements;

NASA Procedural Requirement (NPR) 4300, NASA Personal Property Disposal Procedural Requirements;

NASA Procedural Requirement (NPD) 6000, Transportation Management;

**USER RESPONSIBILITIES:**

The Contractor shall retain responsibility for ensuring proper use, care, and protection (safeguarding) Installation Accountable Government Property (IAGP) under its custody and control. The Contractor shall ensure the users are aware of and adhere to the following responsibilities: (1) ensuring IAGP is used only in the pursuit of approved programs, or as otherwise authorized by the Cognizant Property Custodian; (2) updating record locations in NASA Property System (NProp) or notifying Cognizant Property Custodian, of all equipment location changes; (3) ensuring that any lost, missing or damaged IAGP is officially reported to the appropriate Property Custodian, and the Protective Services Office; (4) notifying Property Custodian of IAGP not being actively used; (5) ensuring that IAGP is turned into the Property Disposal Officer through NPROP or the Property Custodian when no longer needed; under no circumstances will the user or Contractor dispose of IAGP, whether tagged or untagged; and (6) returning IAGP to the cognizant Property Custodian or the Center’s Supply and Equipment Officer (SEMO) upon termination of employment.

**Contractor Acquired Property Onsite:**

Initiate transfer of accountability by submitting a NASA Form 1149 Shipment/Transfer of Accountability of NASA Property (or equivalent DD Form 1149/transfer document), accompanied by a copy of the Contractor’s applicable purchasing and receipt document for the property. The Contractor shall reference both the Contractor’s Subcontract/Purchase

Order number and the Government contract number on the NF 1149. For purchases of supplies and materials, this document shall be submitted monthly. For equipment purchases, the NF 1149 (or equivalent DD Form 1149/transfer document) shall be submitted within 5 calendar days after acceptance of each item of equipment by the Contractor.

Property not recorded in NASA property systems must be managed in accordance with the requirements of the clause at FAR 52.245-1, as incorporated in this contract.

The Contractor shall establish and adhere to a system of written procedures to assure continued, effective management control and compliance with these user responsibilities. In accordance with FAR 52.245-1(h)(1) the Contractor shall be liable for property lost, damaged, destroyed or stolen by the Contractor or their employees when determined responsible by a NASA Property Survey Board, in accordance with the NASA guidance in this clause.

- (b) (1) The official accountable for recordkeeping, financial control, and reporting of the property subject to this clause shall be retained by the Government and accomplished within NASA management information systems prescribed by the installation Supply and Equipment Management Officer (SEMO) and Financial Management Officer. If this contract provides for the Contractor to acquire property, title to which will vest in the Government, the following additional procedures apply:
  - (i) The Contractor's purchase order shall require the vendor to deliver the property to the installation central receiving area.
  - (ii) The Contractor shall furnish a copy of each purchase order, prior to delivery by the vendor, to the installation central receiving area.
  - (iii) The Contractor shall establish a record for Government titled property as required by FAR 52.245-1, as incorporated in this contract, and shall maintain that record until accountability is accepted by the Government.
  - (iv) Contractor use of Government property at an off-site location and off-site Subcontractor use requires advance approval of the Contracting Officer and notification of the Industrial Property Officer or SEMO. Government property used at an off-site location shall be considered Government furnished and the Contractor shall assume accountability and financial reporting responsibility. The Contractor shall establish records and property control procedures and maintain the property in accordance with the requirements of FAR 52.245-1, Government Property (as incorporated in this contract), until its return to the installation. NASA Procedural Requirements related to property loans shall not apply to offsite use of property by Contractors.
- (2) After transfer of accountability to the Government, the Contractor shall continue to maintain such internal records as are necessary to execute the user responsibilities identified in paragraph (a) of this clause and document the acquisition, billing, and disposition of the property. These records and supporting documentation shall be made available, upon request, to the SEMO and any other authorized representatives of the Contracting Officer.

(c) The following property and services are provided if checked:

- X (1) Office space, work area space, and utilities. Government telephones are available for official purposes only.
- X (2) Office furniture. (The type, quantity and configuration of office furnishings to include conference and training rooms will be determined by the NASA Supply and Equipment Management Officer or designee.)
- X (3) Property listed in Attachment J-9.
  - i. List 1 – IAGP (No Class Exceptions, Controlled)
  - ii. List 2 – IAGP “As-Is” (Government Will Not Repair or Replace)
  - iii. List 3 – Government Provided IT Systems and Applications

If the Contractor acquires property, title to which vests in the Government pursuant to other provisions of this contract, this property also shall become accountable to the Government upon its entry into Government records, in accordance with the Contractor Acquired Property Onsite requirements outlined above under User Responsibilities.

The Contractor shall not bring to the installation for use under this contract any property owned or leased by the Contractor, or other property that the Contractor is accountable for under any other Government contract, without the Contracting Officer or duly authorized representative’s prior written approval. The Contractor shall provide on a quarterly basis, a listing of Contractor owned/leased property. This listing shall be provided to the Supply and Equipment Management Officer.

- X (4) Supplies from stores stock.
- X (5) Publications and blank forms stocked by the installation (not otherwise available in electronic format)
- X (6) Safety and fire protection for Contractor personnel and facilities.
- X (7) Installation service facilities: (Fuels, oils, & lubrications for vehicles and equipment) (**Does not include Firm Fixed Price Services**).
- X (8) Medical treatment of a first-aid nature for Contractor personnel injuries or illnesses sustained during onsite duty.
- X (9) Cafeteria privileges for Contractor employees during normal operating hours.
- X (10) Building maintenance for facilities occupied by Contractor personnel.

- X (11) Moving and hauling for office moves, movement of large equipment, and delivery of supplies. Moving services may be provided onsite, as approved by the Contracting Officer.

(End of clause)

**G.5. GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES (FAR 52.245-2) (APR 2012) (CLINS X01 & 901)**

- (a) This Government Property listed in paragraph (e) of this clause is furnished to the Contractor in an “as-is, where is” condition. The Government makes no warranty regarding the suitability for use of the Government property specified in this contract. The Contractor shall be afforded the opportunity to inspect the Government property as specified in the solicitation.
- (b) The Government bears no responsibility for repair or replacement of any lost Government property. If any or all of the Government property is lost or becomes no longer usable, the Contractor shall be responsible for replacement of the property at Contractor expense. The Contractor shall have title to all replacement property and shall continue to be responsible for contract performance.
- (c) Unless the Contracting Officer determines otherwise, the Government abandons all rights and title to unserviceable and scrap property resulting from contract performance. Upon notification to the Contracting Officer, the Contractor shall remove such property from the Government premises and dispose of it at Contractor expense.
- (d) Except as provided in this clause, Government property furnished under this contract shall be governed by the Government Property clause of this contract.
- (e) Government property provided under this clause:

Attachment J-9, List 4

(End of clause)

**G.6. LIST OF GOVERNMENT PROPERTY FURNISHED PURSUANT TO FAR 52.245-2 (NFS 1852.245-77) (JANUARY 2011) (CLINS X01 & 901)**

For performance of work under this contract, the Government will make available Government property identified below or on Attachment J-9 list 4 of this contract on a no charge-for-use basis pursuant to FAR 52.245-2, Government Property Installation Operation Services, as incorporated in this contract. The Contractor shall use this property in the performance of this contract at John C. Stennis Space Center, Mississippi and Michoud Assembly Facility, Louisiana and at other location(s) as may be approved by the Contracting Officer.

(End of clause)

**G.7. CONTRACTOR REQUESTS FOR GOVERNMENT-PROVIDED EQUIPMENT**  
**(NFS 1852.245-70) (JAN 2011) ALTERNATE I (JAN 2011) (CLINS X02 & 902)**

- (a) The Contractor shall provide all property required for the performance of this contract. The Contractor shall not acquire or construct items of property to which the Government will have title under the provisions of this contract without the Contracting Officer's written authorization. Property which will be acquired as a deliverable end item as material or as a component for incorporation into a deliverable end item is exempt from this requirement. Property approved as part of the contract award or specifically required within the statement of work is exempt from this requirement.
- (b) (1) In the event the Contractor is unable to provide the property necessary for performance, and the Contractor requests provision of property by the Government, the Contractor's request shall—
  - (i) Justify the need for the property;
  - (ii) Provide the reasons why Contractor-owned property cannot be used;
  - (iii) Describe the property in sufficient detail to enable the Government to screen its inventories for available property or to otherwise acquire property, including applicable manufacturer, model, part, catalog, National Stock Number or other pertinent identifiers;
  - (iv) Combine requests for quantities of items with identical descriptions and estimated values when the estimated values do not exceed \$100,000 per unit; and
  - (v) Include only a single unit when the acquisition or construction value equals or exceeds \$100,000.

(2) Contracting Officer authorization is required for items the Contractor intends to manufacture as well as those it intends to purchase.

(3) The Contractor shall submit requests to the Contracting Officer no less than 30 calendar days in advance of the date the Contractor would, should it receive authorization, acquire or begin fabrication of the item.
- (c) The Contractor shall maintain copies of Contracting Officer authorizations, appropriately cross-referenced to the individual property record, within its property management system.
- (d) Property furnished from Government excess sources is provided as-is, where-is. The Government makes no warranty regarding its applicability for performance of the contract or its ability to operate. Failure of property obtained from Government excess sources under this clause is insufficient reason for submission of requests for equitable adjustments discussed in the clause at FAR 52.245-1, Government Property, as incorporated in this contract.
- (e) In the event the Contracting Officer issues written authorization to provide property, the Contractor shall screen Government sources to determine the availability of property from Government inventory or excess property.

(1) The Contractor shall review NASA inventories and other authorized Federal excess sources for availability of items that meet the performance requirements of the requested property.

(i) If the Contractor determines that a suitable item is available from NASA supply inventory, it shall request the item using applicable Center procedures.

(ii) If the Contractor determines that an item within NASA or Federal excess is suitable, it shall contact the Center Industrial Property Officer to arrange for transfer of the item from the identified source to the Contractor.

(2) If the Contractor determines that the required property is not available from inventory or excess sources, the Contractor shall note the acquisition file with a list of sources reviewed and the findings regarding the lack of availability. If the required property is available, but unsuitable for use, the Contractor shall document the rationale for rejection of available property. The Contractor shall retain appropriate cross-referenced documentary evidence of the outcome of those screening efforts as part of its property records system.

(End of Clause)

#### **G.8. CAPITALIZATION OF PROPERTY**

- (a) In the event the Government requires the Contractor to acquire property, the acquired property may be depreciated in accordance with FAR 31.205-11. The Contractor shall maintain complete records of this property. Such records shall include item or model number, date of purchase, purchase price, depreciation schedule, and amount of depreciation. The Contractor shall provide these records to the Contracting Officer promptly upon request, along with the Contractor's best estimate of the undepreciated balance of each item or piece of property.
- (b) The Contractor agrees that at the end of the contract performance period, if the Government does not thereafter contract with the same Contractor as the successor Contractor for the same or similar services contemplated by this contract, the Contractor shall, upon request by the Contracting Officer, transfer title to such property identified in paragraph (a) above as identified by the Contracting Officer to either (1) the Government or (2) a successor Contractor. If a request for transfer of title to the Government is made, the Government agrees to recognize as allowable costs under the Contract, for identified property, so much of the cost of the property that has not been depreciated as of the end of the Contract performance period. If a request for transfer of title to a successor Contractor is made, the Contractor agrees to transfer title to identified property to the successor Contractor for an amount not to exceed the applicable residual balances, subject to reasonable terms and conditions regarding payment and other matters to be agreed upon by the parties.
- (c) The Contracting Officer will approve all purchases prior to the Contractor utilizing this authority.

(End of Clause)

**G.9. TECHNICAL DIRECTION (NFS 1852.242-70) (SEPTEMBER 1993)**

- (a) Performance of the work under this contract is subject to the written technical direction of the Contracting Officer Representative (COR), who shall be specifically appointed by the Contracting Officer in writing in accordance with NASA FAR Supplement 1842.270. "Technical direction" means a directive to the Contractor that approves approaches, solutions, designs, or refinements; fills in details or otherwise completes the general description of work or documentation items; shifts emphasis among work areas or tasks; or furnishes similar instruction to the Contractor. Technical direction includes requiring studies and pursuit of certain lines of inquiry regarding matters within the general tasks and requirements in Section C of this contract.
- (b) The COR does not have the authority to, and shall not, issue any instruction purporting to be technical direction that—
  - (1) Constitutes an assignment of additional work outside the statement of work;
  - (2) Constitutes a change as defined in the changes clause;
  - (3) Constitutes a basis for any increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions, or specifications of the contract; or
  - (5) Interferes with the Contractor's rights to perform the terms and conditions of the contract.
- (c) All technical direction shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within the COR's authority. If, in the Contractor's opinion, any instruction or direction by the COR falls within any of the categories defined in paragraph (b) of this clause, the Contractor shall not proceed but shall notify the Contracting Officer in writing within 5 calendar days after receiving it and shall request the Contracting Officer to take action as described in this clause. Upon receiving this notification, the Contracting Officer shall either issue an appropriate contract modification within a reasonable time or advise the Contractor in writing within 30 calendar days that the instruction or direction is—
  - (1) Rescinded in its entirety; or
  - (2) Within the requirements of the contract and does not constitute a change under the changes clause of the contract, and that the Contractor should proceed promptly with its performance.

- (e) A failure of the Contractor and Contracting officer to agree that the instruction or direction is both within the requirements of the contract and does not constitute a change under the changes clause, or a failure to agree upon the contract action to be taken with respect to the instruction or direction, shall be subject to the Disputes clause of this contract.
- (f) Any action(s) taken by the Contractor in response to any direction given by any person other than the Contracting Officer or the COR shall be at the Contractor's risk.

(End of Clause)

#### **G.10. STENNIS SPACE CENTER CONTRACTOR EMPLOYEE BADGING**

- (a) It is anticipated that performance of the requirements of this contract will require employee picture badging by the John C. Stennis Space Center (SSC). Contractor requests for badging of employees shall be submitted electronically, prior to employee Enter on Duty Date, by the Contractor's HR or Security Representative into the Government-provided system, Identity Management and Account Exchange (IDMAX) (also known as the "Personal Identity Verification (PIV) system"). Requests for badging will be routed electronically to the appointed COR or other Federal civil service technical personnel responsible for work requirements for approval prior to processing by the SSC Protective Services Office.
- (b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to SSC. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/SSC database) must complete the Electronic Questionnaires for Investigations Processing (EQIP) and sign the appropriate Release form(s) as soon as practicable. When these forms are completed and submitted to SSC Protective Services, the Contractor employees may be granted an extended visitor's badge granting SSC access for a period not to exceed 29 calendar days. This 29-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 29 calendar days, the extended visitor badge will be revoked. If the visitor badge is revoked, the Contractor employee may not enter SSC and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 29-day limit.
- (c) The Contractor shall establish procedures to ensure that badged Contractor employees who no longer require access to the Center process out and turn in their badge to the SSC Protective Services Badging Office (Building 8000). An electronic PIV Employee Termination Request must also be submitted.



- (d) Questions on how to access the PIV system shall be directed to the SSC Protective Services Office, John C. Stennis Space Center, Mississippi 39529.

(End of Clause)

**G.11. MICHOUD ASSEMBLY FACILITY (MAF) CONTRACTOR EMPLOYEE BADGING**

- (a) It is anticipated that performance of the requirements of this contract will require employee access to and picture badging by the Marshall Space Flight Center (MSFC) or Michoud Assembly Facility (MAF). Contractor requests for badging of employees shall be submitted electronically through NASA's Agency wide Personal Identity Verification (PIV) system. Requests for badging will be routed electronically to the appointed COR or other Federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.
- (b) Contractor employees must undergo a background investigation prior to being issued a full-time Contractor badge granting access to Redstone Arsenal or MAF. Contractor employees not previously cleared for a full-time Contractor badge (e.g., not previously included in the NASA/MSFC or DoD/Redstone database) must complete a Background Investigation Questionnaire and Release form as soon as practicable and before the employee requires Redstone or MAF access. When these forms are completed and submitted to MSFC Security, the Contractor employees may be granted an extended visitor's badge granting MSFC or MAF access for a period not to exceed 30 calendar days. This 30-day period is normally more than adequate for the Government to conduct its Background Investigation if the applicant's submission is truthful, accurate and complete, and there are no preexisting issues noted in the investigation. If the Contractor employee does not successfully clear the Background Investigation process within 30 calendar days, the extended visitor badge will be revoked. If the visitor badge is revoked, the Contractor employee may not enter MSFC or MAF and, if the contractual work assignment requires the employee to be onsite and/or have access to Government IT systems, the employee shall discontinue charging their time to the contract immediately. Any Contractor concerns regarding the timeliness of investigation processing should be raised to the Contracting Officer. The Contracting Officer has sole discretion to extend the 30-day limit.
- (c) Contractor employees requiring a badge and/or access to NASA IT systems for less than 180 calendar days within a 365 calendar day period must undergo a fingerprint check through National Crime Information Center/Interstate Identification Index (NCIC/III). Contractor requests for temporary badging of employees shall be submitted electronically through NASA's PIV system. Requests for temporary badging will be routed electronically to the appointed COR or other Federal civil service technical personnel responsible for work requirements for approval prior to processing by the MSFC Protective Services Office.
- (d) The Contractor shall establish procedures to ensure that badged Contractor employees who no longer require access to the Center process out using the electronic MSFC Integrated Service Management (MISM) system and turn in their badge to the MSFC or MAF

Protective Services Badging Office. An electronic PIV Employee Termination Request must also be submitted.

- (e) Questions on how to access the PIV and MISM systems shall be directed to the MSFC Protective Services Office, Marshall Space Flight Center, Alabama 35812.

(End of Clause)

(END OF SECTION)

*Remainder of Page Intentionally Left Blank*

**PART I – THE SCHEDULE**  
**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**H.1. LISTING CLAUSES INCORPORATED BY REFERENCE**

CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. **NOTE:** Clause Titles that identify CLINs to which the clause applies are for reference purposes only and each clause will be applied in accordance with the applicable FAR or NFS prescription for that clause. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**I. FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES**

NONE INCORPORATED BY REFERENCE

**II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:**

<b>CLAUSES INCORPORATED BY REFERENCE</b>	
<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE (DATE)</b>
1852.208-81	RESTRICTIONS ON PRINTING AND DUPLICATING (NOV 2004)
1852.223-70	SAFETY AND HEALTH (APR 2002)
1852.223-75	MAJOR BREACH OF SAFETY OR SECURITY (FEB 2002)
1852.223-76	FEDERAL AUTOMOTIVE STATISTICAL TOOL REPORTING (JULY 2003)
1852.242-72	OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992) (CLINS X01 & 901)
1852.242-72	OBSERVANCE OF LEGAL HOLIDAYS (AUG 1992)-- ALTERNATE I (SEP 1989) - - ALTERNATE II (OCT 2000) (CLINS X02 & 902)

**H.2. EXPORT LICENSES (NFS1852.225-70) (FEBRUARY 2000)**

- (a) The Contractor shall comply with all U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, and the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799, in the performance of this contract. In the absence of available license exemptions/exceptions, the Contractor shall be responsible for obtaining the appropriate licenses or other approvals, if

required, for exports of hardware, technical data, and software, or for the provision of technical assistance.

- (b) The Contractor shall be responsible for obtaining export licenses, if required, before utilizing foreign persons in the performance of this contract, including instances where the work is to be performed onsite at NASA John C. Stennis Space Center and Michoud Assembly Facility, where the foreign person will have access to export-controlled technical data or software.
- (c) The Contractor shall be responsible for all regulatory record keeping requirements associated with the use of licenses and license exemptions/exceptions.
- (d) The Contractor shall be responsible for ensuring that the provisions of this clause apply to its Subcontractors.

(End of clause)

### **H.3. REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OFFEROR**

The completed provision identified in Section K.2, 52.204-8, Annual Representations and Certifications, including any amended representation(s) made at paragraph (b) of the provision; and other representations, certifications and other statements contained in Section K completed and submitted as part of the approved offer are hereby incorporated by reference in this resulting contract.

(End of Clause)

### **H.4. ORGANIZATIONAL CONFLICTS OF INTEREST**

**(This will be included in the resultant contract if the selected offer contains a plan to mitigate organizational conflicts of interest.)**

- (a) The Organizational Conflict of Interest Plan (OCI) and its obligations are hereby incorporated in the contract by reference.
- (b) Changes:
  - (1) Either the Contractor or the Government may propose changes to the OCI Plan. Such changes are subject to the mutual agreement of the parties and will become effective only upon incorporating the changes into the plan by contract amendment.
  - (2) In the event that the Government and the Contractor cannot agree upon a mutually acceptable change, the Government reserves the right to make a unilateral change to the OCI Plan as necessary, with the approval of the head of the contracting activity, subject to Contractor appeal as provided in the Disputes clause.

- (c) Violation. The Contractor shall report any violation of the OCI Plan, whether by its own personnel or those of the Government or other Contractors, to the Contracting Officer. This report shall include a description of the violation and the actions the Contractor has taken or proposes to take to mitigate and avoid repetition of the violation. After conducting such further inquiries and discussions as may be necessary, the Contracting Officer and the Contractor shall agree on appropriate corrective action, if any, or the Contracting Officer shall direct corrective action.
- (d) Breach. Any breach of the above restrictions or any nondisclosure or misrepresentation of any relevant facts required regarding organizational conflicts of interests to be disclosed may result in termination of this contract for default or other remedies as may be available under law or regulation.
- (e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts where the work includes or may include tasks related to the actual organizational conflict of interest. The terms "Contractor" and "Contracting Officer" shall be appropriately modified to reflect the change in parties and to preserve the Government's rights.

(End of Clause)

#### **H.5. DISCLOSURE OF ORGANIZATIONAL CONFLICT OF INTEREST AFTER CONTRACT AWARD**

- (a) If the Contractor identifies an actual or potential organizational conflict of interest that has not already been adequately disclosed and resolved, the Contractor shall make a prompt and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action the Contractor has taken or proposes to take in order to resolve the conflict. This reporting requirement also includes Subcontractors' actual or potential organizational conflicts of interest not adequately disclosed and resolved prior to award.
- (b) If there is an Organizational Conflict of Interest Plan in the contract, the Contractor shall periodically update the plan, based on changes such as changes to the legal entity, the overall structure of the organization, Subcontractor arrangements, Contractor management, ownership, ownership relationships, or modification of the work scope.

(End of Clause)

#### **H.6. LIMITATION OF FUTURE CONTRACTING (NFS 1852.209-71) (DEC 1988)**

**[A suitable clause shall be included in the contract if required by the Contractor's Government-approved OCI Mitigation Plan.]**

(End of Clause)

**H.7. TASK ORDERING PROCEDURE (NFS 1852.216-80) (OCT 1996) ALTERNATE I (OCT 1996)**

- (a) A task order may be issued for work covered by Attachment J-1, Performance Work Statement (PWS), as identified in Clause B.3, Contract Type. Task orders may be issued as Firm-Fixed-Price (FFP) or Cost-Plus-Incentive-Fee (CPIF).
- (b) All aspects of the task order process (e.g., initiated, awarded, administered, and closed-out) shall be managed in the Government provided system. The Government reserves the right to issue task orders outside of the Government provided system.
- (c) Only the Contracting Officer may issue requests for a task plan to the Contractor, providing specific authorization or direction to perform work within the scope of the contract and as specified in the schedule. The Contractor may incur costs under this contract in performance of task orders and task order modifications issued in accordance with this clause. No other costs are authorized unless otherwise specified in the contract or expressly authorized by the Contracting Officer.
- (d) All task order efforts shall be completed in accordance with the contract requirements, in addition to the requirements as stated within the task order.
- (e) Prior to issuing a task order, the Contracting Officer will provide the Contractor with a request for a task plan including, at a minimum, the following data:
  - (1) A task plan PWS providing the functional description/requirements of the work and period of performance requirements as well as identifying the objectives or results desired from the contemplated task order;
  - (2) Requirements for the Contractor's task plan (reference paragraph (h), below, for details); and
  - (3) A response time for submitting the task plan, if different than outlined below.
- (f) Within 2 calendar days of receipt of the task plan request, the Contractor shall notify the requestor and Contracting Officer as to whether a conflict of interest does or does not exist.
- (g) The Contractor shall submit all task plan proposals with a value equal to or less than \$150K within 3 calendar days and a value greater than \$150K within 10 calendar days after receipt of a request for task plan from the Contracting Officer, unless otherwise requested by the Contracting Officer (In order to meet urgent requirements, the Contractor may be required to respond to a shorter time period identified by the CO). If the Contractor is unable to submit the task order proposal within the required number of calendar days, the Contractor shall contact the Contracting Officer within 2 calendar days of receipt of the task plan request to reach an agreement on the due date for the task plan proposal.
- (h) The Contractor's task plan shall include, at a minimum, the following:

- (1) Discussion of the technical approach for performing the work (including safety and quality); for task plan work valued equal to or less than \$150K, a brief explanation of technical approach will suffice.
  - (2) A detailed schedule, including, but not limited to, activities, durations, resources, and deliverables identified in the Government PWS and/or the Contractor's technical approach; for task plan work valued equal to or less than \$150K, a milestone of the schedule will suffice;
  - (3) Detailed cost/price information (reference paragraph i, below, for details);
  - (4) Proposed deviations from the stated PWS requirements;
  - (5) Details of the conflict of interest review and findings in accordance with clause H.5, Disclosure of Organizational Conflict of Interest After Contract Award and H.6(d)(2), Limitation of Future Contracting (if applicable);
  - (6) Any other information required to determine the reasonableness of the Contractor's proposal.
- (i) Procedure for establishing IDIQ Estimated CPIF or FFP:
- (1) The cost/price proposal from the Contractor shall include the applicable burdened labor rates as identified in Attachment J-1, Appendix B, IDIQ Direct/Indirect Rates and Profit/Fee, unless otherwise approved by the Contracting Officer. The Contractor shall include a detailed Basis of Estimate (BOE) identifying the cost by months required to perform the task plan work. For task plan work valued equal to or less than \$150K, a brief explanation of the BOE will suffice, the CO reserves the rights to request additional data. In addition, the Contractor shall provide labor hours, material, equipment and other direct costs, and/or any other appropriate information to allow the Government to determine the reasonableness of the Contractor's proposal. When applicable, the Contractor shall utilize the worksheet identified at Clause I.27, Proposal Adequacy Checklist.
  - (2) The Contractor shall substantiate and provide the basis for all proposed costs (e.g., based on RS Means Facilities Construction Cost Data, historical data, competition, another appropriate ( as determined by the Contracting Officer) industry standard).
  - (3) Direct Labor:
    - i. The Contractor shall include a detailed breakdown of direct labor hours for each labor category performing the task order work. For task order work valued equal to or less than \$150K, a simple breakdown of direct labor hours for each category will suffice.

- ii. The Contractor shall determine the total direct labor costs by totaling the number of labor hours for each labor category and then multiplying by the appropriate burdened labor rate from Attachment J-1 PWS, Appendix B.
- (4) Other Direct Costs (e.g., Materials, Supplies, Equipment, Software Licenses, Training, Travel):
- i. The Contractor shall include a detailed breakdown (e.g., labor classification, size, quality, quantity, capacity, units, hours and rates) of all Other Direct Costs (ODCs) required to perform the task plan work. For task plan work valued equal to or less than \$150K, a brief explanation with the BOE and identification of the ODC will suffice.
  - ii. The Contractor shall only include equipment costs in task order work necessary for performance that is not available from either the Installation Accountable Government Property (IAGP) or Government Furnished Property (GFP). It is incumbent upon the Contractor to demonstrate the unavailability of such equipment.
  - iii. The Contractor shall propose all travel in accordance with the current Federal Travel Regulations, applicable Agency policy and regulations, and established Per Diem Rates. The Contractor shall provide a breakout of all travel by number of travelers, number of calendar days, origination and destination locations, allowable per diem rates, airfare, and other details to fully support the proposed travel costs.
- (5) Subcontracts:
- i. The Contractor shall utilize competition to the maximum extend practical when utilizing subcontracting (reference FAR 52.244-5, Competition in Subcontracting).
  - ii. The Contractor's proposal shall include documentation supporting the fairness and reasonableness of all subcontracted efforts. The documentation shall include the proposals received, the successful awardee and the basis for award (e.g., low bidder or best value). If competitive proposals are not received, justification of price reasonableness shall be provided in addition to a justification for procuring from a single source, if applicable. The Contractor shall procure all subcontracts and document the utilization of all subcontracts in accordance with its approved purchasing system and FAR 52.244-2, Subcontracts. For task plan work valued equal to or less than \$150K, a brief explanation of the subcontract procedures utilized in accordance with approved purchasing system will suffice.
  - iii. The Contractor shall ensure all construction subcontracts adhere to FAR clause 52.228-15, Performance and Payment Bonds – Construction.



- (6) Profit/Fee:
- i. The Contractor shall utilize the profit/fee for labor rates specified in Attachment J-1 PWS, Appendix B for all task order proposals. On CPIF task orders, the fee is calculated on the proposed labor task plan; it is not computed as a percentage of actual costs.
  - ii. Other Direct Costs and applied indirect rate (obtained through prime or subcontractor) including but not limited to materials, supplies, equipment, software licenses, training and travel are non-fee bearing.
  - iii. The Contractor shall propose the applicable profit/fee on the sum of the fee bearing cost. The Government will not pay excessive pass-through charges (i.e., G&A, fee) (See FAR 52.215-23). The Contractor shall only apply profit/fee in the following circumstances:
    - 1) The Contractor including Subcontractors will only be reimbursed for direct/indirect cost and fee/profit on actual work performed by its own entity. There shall be no pyramiding of cost or fee/profit; meaning no profit/fee shall be applied on costs or on profit/fee where no actual work (added value) is performed by prime or Subcontractor. The Contractor shall apply G&A in accordance with its disclosure statement.
    - 2) For CPIF task plans, the proposed fee will be distributed across the task plans period of performance in the same proportion as the estimated monthly costs. (Reference clause B.13, Incentive Fee Availability Schedule)
- (j) The Contracting Officer will either approve the Contractor's task plan or negotiate any areas of disagreement with the Contractor. If a revised task plan is required, the Contracting Officer will establish the number of days within which the revised task plan shall be submitted to the Contracting Officer. The Contractor shall not perform any work on a task plan until authorized by the Contracting Officer. After review and any necessary discussions, the Contracting Officer may issue a **task order** to the Contractor containing, as a minimum, the following:
- (1) Date of the order.
  - (2) Contract number and task order number.
  - (3) PWS identifying the objectives or results desired from the task order, including special instructions or other information necessary for performance of the task.
  - (4) Maximum dollar amount authorized (cost and fee or price). This includes allocation of incentive fee among incentive fee periods, if applicable.
  - (5) Any other resources (e.g., travel, materials, equipment, facilities) authorized.
  - (6) Delivery/performance schedule including start and end dates.
  - (7) Accounting and appropriation data.
- (k) The Contractor shall provide acknowledgment of receipt to the Contracting Officer within

2 calendar days after receipt of the task order.

- (l) If time constraints do not permit issuance of a fully defined task order in accordance with the procedures described in this clause, the Contracting Officer may issue a task order which includes a Not-To-Exceed ceiling cost/price.
- (m) The Contracting Officer may modify task orders in the same manner in which they were issued.
- (n) In the event of a conflict between the requirements of the task order and the Contractor's approved task plan, the task order shall prevail.
- (o) The Contractor shall deliver all task order specific deliverables as stated in task order.
- (p) Task order work is complete when the requestor acknowledges in writing the work has been satisfactorily completed. The Contractor shall complete all documentation and update any related documents to close the task order within 15 calendar days after completion of the task order effort, unless otherwise approved by the Contracting Officer. The Contractor shall not submit final invoices until the data entry and documentation is complete.
- (q) Approval of task orders does not relieve the Contractor of its obligation under the "Limitation of Funds" clause of the contract.
- (r) Contractor shall submit monthly task order progress reports. As a minimum, the reports shall contain the following information:
  - (1) Contract number, task order number, and date of the order.
  - (2) Task ceiling price.
  - (3) Cost and hours incurred to date for each issued task.
  - (4) Costs and hours estimated to complete each issued task.
  - (5) Significant issues/problems associated with a task.
  - (6) Cost summary of the status of all tasks issued under the contract.

(End of Clause)

**H.8. INDEFINITE-DELIVERY/INDEFINITE-QUANTITY (IDIQ)  
DIRECT/INDIRECT RATES AND PROFIT/FEE RATES (CLINS 901 & 902)**

- (a) The purpose of this clause is to set forth the unburdened labor rates, indirect rates, and profit/fee to be utilized when estimating and pricing all IDIQ task orders.
- (b) IDIQ task orders may be issued for any of the PWS areas (reference clause B.3, Hybrid Contract Type, and H.7, Task Ordering Procedure (1852.216-80)).
- (c) The Contractor shall utilize the rates in Attachment J-1, Appendix B, IDIQ Direct/Indirect

Rates and Profit/Fee, in establishing the total cost/price for each task order, unless otherwise approved by the Contracting Officer.

- (d) Labor categories may be added upon bilateral agreement provided the requirements warrant additions.
- (e) Clause H.10, Adjustments to Attachment J-1, Appendix B Rates, provides requirements applicable to any revisions to the burdened labor rates contained within Attachment J-1, Appendix B.

(End of Clause)

**H.9. TASK ORDER COST INCREASE NOTIFICATION REQUIREMENTS (CLINS 901 & 902)**

- (a) The requirements of this clause are in conjunction with the Section I “Limitation of Funds” clause, FAR 52.232-22, Section B “Limitation of Funds Fixed Price,” NFS 1852.232-77, and “Contracting Funding”, NFS 1852.232-81.
- (b) The Contractor shall notify the Contracting Officer (CO), Contracting Officer Representative (COR) and the task owner in writing when the costs the Contractor has incurred under any individual task order have exceeded 85 percent of the estimated cost of the task order, inclusive of any potential fee, and identify if an increase in the estimated cost of the task order is required or the Contractor will under run an individual task order by more than 15 percent of the estimated cost of the task order, inclusive of any potential fee. The Contractor shall not incur cost under any individual task order that exceeds the estimated cost of the task order without the prior approval of the Contracting Officer. The Government is not obligated to reimburse the Contractor for costs incurred in excess of the estimated cost of the task order.
- (c) A written proposal is required should the Contractor seek to request an increase in the estimated cost of a task order. The proposal shall be submitted to the Contracting Officer as soon as possible after the above notification but no later than fifteen (15) calendar days before the incurred costs are expected to exceed the estimated cost. This will allow adequate time for the Government to evaluate the Contractor's proposal. The Government, via the Contracting Officer, shall in its sole discretion determine whether to accept or enter into negotiations with the Contractor for the settlement of any portion of the Contractor's task order estimated cost growth proposal, either in part or in whole.
  - (1) The proposal shall be submitted in the following format unless some other format is directed or approved by the Contracting Officer:
    - (i) Incurred costs to date;
    - (ii) Projected cost estimate to complete;

- (iii) Total cost at completion;
  - (iv) Current negotiated cost estimate to complete; and
  - (v) Requested increase in estimated cost
- (2) The “projected cost to completion” shall consist of the following “other than cost or pricing data” unless the Contracting Officer requests or approves the submittal of a greater or lesser amount of information:
- (i) Elements of cost with supporting detail for estimated direct labor hours, direct and indirect rates, materials and subcontracts, and other elements.
  - (ii) Supporting explanation for the increases and projections, sufficient for the Government to understand the reasons for the increased estimated cost.
- d) The Contractor is not obligated to continue performance under any individual task order or otherwise incur costs in excess of the task order estimated cost until the Contracting Officer notifies the Contractor in writing that the task order estimated cost has been increased.
- e) The Government is not obligated to reimburse the Contractor for any cost in excess of the individual task order estimated cost, inclusive of any potential fee.

(End of Clause)

**H.10. ADJUSTMENTS TO ATTACHMENT J-1, APPENDIX B IDIQ  
DIRECT/INDIRECT RATES AND PROFIT/FEE RATES (CLINS 901 & 902)**

The rates identified in Attachment J-1, Appendix B IDIQ Direct/Indirect Rates and Profit/Fee Rates, shall be consistent with the rates utilized for the core requirements and adjusted as such. Labor rates associated with PWS 5 labor classifications under the Firm-Fixed Price CLIN as well as Appendix B IDIQ PWS 5 classifications that are subject to prevailing wage determinations and collective bargaining agreements, are covered by FAR 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts).

(End of clause)

**H.11. SPECIAL REQUIREMENTS FOR SERVICE CONTRACTS**

- (a) Inherently Governmental Functions – No inherently Government functions as defined in FAR 2.101 and FAR 7.5 shall be performed by the Contractor under this contract. Contractor employees shall not participate in any deliberations or meetings that may require the Contractor employees to exercise an inherently Governmental function. All final determinations, such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by

the Government. The Contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently Governmental function.

- (b) Non-Personal Services Contract – In accordance with FAR 37.101, this contract is a non-personal services contract in that the Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The Contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a Government employee will result in the performance of a personal services contract.
- (c) Identification of Contractor Personnel – All Contractor personnel who attend meetings, answer Government telephones, use a nasa.gov e-mail address, or work in situations where their actions could be construed as acts of Government officials shall clearly identify themselves as Contractor personnel. Contractor employees shall not identify themselves as representing NASA but rather shall identify themselves as being under contract to NASA. Additionally, all Contractor work spaces located on NASA premises shall be clearly identified.

(End of clause)

## **H.12. ASSOCIATE CONTRACTOR AGREEMENT (ACA)**

Given the unique role of this contract for supporting all other entities at SSC & MAF, the Contractor shall engage in cooperative relationships that facilitate effective management of overall SSC & MAF operations. The Contractor shall establish ACAs as required or as directed by the Contracting Officer for the coordination and exchange of information with other NASA associate Contractors during SACOM's period of performance. The information to be exchanged shall be that which is required by NASA for the Contractor and the associate Contractors to successfully execute their respective NASA contract or agreement requirements at SSC & MAF. The Contractor shall pursue and foster cooperative efforts and goodwill in a manner that shall benefit SSC & MAF with increased safety, efficiency, and productivity. At a minimum, the Contractor will enter into ACAs with the current NASA associate Contractors, which include:

<b>NASA Contract / Agreement Number</b>	<b>Title of NASA Contract or Agreement</b>	<b>Contractor / Entity</b>
NNM07AB03C	Stages (SLS)	The Boeing Company
NNJ06TA25C	Orion (SLS) / Crew Exploration Vehicle (CEV)	Lockheed Martin Corporation
SAA8-1212350	Cooperative Activities in Support of National Center for Advanced Manufacturing (NCAM)	State of Louisiana / University of New Orleans (UNO) / Louisiana State University (LSU)
NNM11AA04C	NASA Integrated Communications Services	Science Applications

	(NICS)	International Corporation (SAIC)
NNM10AA03C	MSFC Information Technology Services (MITS)	Dynetics Technical Services, Inc.
NNS10AA35C	SSC Information Technology Service (ITS)	ASRC Research and Technology Solutions Inc.
NNX11AA01C	Agency Consolidated End-User Services (ACES)	HP Enterprise Services, LLC
NNM07AA74C	Safety and Mission Assurance (S&MA) Support Services for NASA	Bastion Technologies, Inc.
NNM12AA08C	Protective Services for MSFC and MAF	Excalibur Associates, Inc.
NNS12AA11C	Protective Services for SSC	ISS Action Inc.
NNS10AA47C	Laboratory Service	A2 Research Inc.
SAA8-1314019 (MX1301)	Emergency and Fire Protections Services for both NASA/MAF and East New Orleans	The City of New Orleans, Louisiana / New Orleans Fire Department (NOFD)

The Contractor shall negotiate and document formal ACAs with the aforementioned NASA associate Contractors to address coordination, cooperation, and communication. The Contractor shall establish the means for the exchange of data and communications as needed in order to keep the Space Launch System (SLS) and/or any other NASA program or project's elements fully informed, as well as to minimize Government involvement between the Contractor and other NASA associate Contractors operating at SSC & MAF. In formulating and documenting the ACAs, the Government shall not be a named party in the ACAs.

- (a) The effectiveness of this joint cooperation between the Contractor and the other NASA associate Contractors operating at SSC & MAF will be evaluated as part of the contract award-term process, as defined in Attachment J-3, Appendix B, Award Term Option Evaluation Plan of this contract.
- (b) All ACAs to include those in the table above shall be accomplished within three (3) months of written notification from the CO to the Contractor that an ACA is required. A copy of each ACA shall be provided to the CO and Contracting Officer's Representative (COR).
- (c) The Contractor is not relieved of any contractual requirements or entitled to any adjustments to this contract's value or terms and conditions because of a failure to resolve a disagreement with any NASA Associate Contractor. All costs associated with ACAs are included in the negotiated cost of this contract.
- (d) Liability for the improper disclosure of any proprietary data contained in or referenced by any ACA shall rest with the parties to the agreement and not the Government.

(End of Clause)

### **H.13. COMPUTING SERVICES**

- (a) In accordance with Attachment J-9, List 3, Government Furnished Property, for utilization of NASA's Information Technology (IT) resources:
- (1) Computers, office automation software, networked printers, peripherals, tablets, cell phones, and associated services (e.g., user accounts, e-mail, and directory services) needed to minimally support Contractor personnel will be Government furnished through the Agency Consolidated End-user Services (ACES) contract and/or its successor contract in accordance with G.4, "1852.245-71, Installation-Accountable Government Property." The Government reserves the right to provide only the minimum level based on the latest version of SPD 2800.1, Provision of Institutionally Funded IT Resources, and Services of the direction of the Office of Chief Information Officer (CIO). The Contractor shall anticipate and plan for minimal IT issuance in support of Fixed Price elements of the PWS.
  - (2) For any IT resources identified outside paragraph (a)(1) above that the Contractor desires to purchase outside of the ACES contract or its successor contract, the Contractor shall submit a request for waiver through the Contracting Officer's Representative (COR) to the site Chief Information Office (CIO) for approval. All direct charged IT purchases shall be approved by the Contracting Officer prior to purchase.
- (b) For IT-related items authorized for purchase outside of ACES, or its successor contract, the Contractor shall utilize other Government-Wide Acquisition Contracts (GWACs) for the acquisition of IT-related items in accordance with FAR Part 51 and NASA FAR Supplement Part 1851. This includes the Contractor use of NASA's Solutions for Enterprise-Wide Procurement (SEWP) contracts for non-ACES approved purchases of hardware, software, and maintenance agreements. The SEWP catalog can be accessed electronically on the Internet at: <http://www.sewp.nasa.gov>.
- (c) All approved direct charged IT-related items authorized for purchase, shall be titled to the Government unless otherwise directed by the Contracting Officer.

(End of Clause)

#### **H.14. OBSERVANCE OF REGULATIONS AND POLICY**

- (a) The Contractor shall procure and keep effective necessary business and professional permits and licenses required in performance of the work. Generally, NASA will execute the necessary environmental permits.
- (b) Inasmuch as various departments and agencies of the Government, several Contractors and other tenants jointly occupy the John C. Stennis Space Center and the Michoud Assembly Facility, and are confronted with certain common conditions and problems resulting from this co-occupancy; certain uniform policies, regulations, and procedures will be issued, as required by NASA (SSC/MSFC/MAF), and will be applicable to all personnel working at

SSC and MAF. The Contractor shall adhere to these policies and procedures insofar as such policies and procedures are in conformity with the terms of this contract.

- (c) All employees of the Contractor assigned to perform the work under this contract shall be under the control of the Contractor during the performance of such assignment. The Contractor shall be responsible for satisfactory standards of employee competency, conduct and integrity and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.
- (d) The above provisions of this Clause shall be made equally applicable by the Contractor to employees other than those of the Contractor to the extent that they may be assigned work under this contract notwithstanding the basis of the assignment, e.g., subcontract.

(End of Clause)

#### **H.15. MOTOR VEHICLE MANAGEMENT**

- (a) Acquisition of Motor Vehicles: The Contractor shall operate and manage GSA and commercially leased motor vehicles as necessary to support the performance of the contract. Such needed vehicles are to be operated and managed in the manner most efficient and economical to the Government. If deemed necessary, additional vehicles may be obtained from the GSA Interagency Motor Pool and/or leased from commercial sources subject to approval and authorization by the site Transportation Officer. When the acquisition of commercially leased vehicles is deemed appropriate, such acquisition shall be authorized by the Transportation Officer and approved in advance by the Contracting Officer. Size, type, and mix of vehicle fleet will be determined by the site Transportation Officer.

The Contractor shall assure that all operators of Government-owned vehicles possess valid state licenses. The Contractor will furnish GSA and the Contracting Officer a copy of their third party automobile liability insurance policy, as defined in NFS 1852.228-75 entitled "Minimum Insurance Coverage," covering any and all leased GSA motor vehicles, as well as all motor vehicles used in connection with performing the contract.

- (b) Advance Understanding Concerning Damage to GSA and Commercially Leased Motor Vehicles:
  - (1) The parties agree that the provision set forth below shall be applicable with respect to reimbursement to the Contractor for expenses incidental to loss or damage of GSA vehicles acquired by the Contractor for performance under this contract.

#### **PROVISION**

The Government holds the Contractor harmless for loss and damage arising out of the performance of this contract, with respect to any Government-owned property or facilities, including property in which the



Government has an interest. Specifically excluded from this provision are:

- (i) property owned by the Contractor;
  - (ii) loss or damage compensated by insurance or otherwise;
  - (iii) loss or damage to property for which the Contractor has failed to insure or maintain insurance as required by the Contracting Officer; or
  - (iv) loss or damage as a result of unlawful misconduct, or lack of good faith on the part of Contractor personnel as described in (e)(3)(i)(ii) & (iii) of the clause entitled "Insurance - Liability to Third Persons" in FAR Clause 52.228-7.
- (2) The parties further agree that, with respect to any commercially leased motor vehicles authorized for use in performance under the contract, the lease costs, which may include therein applicable costs of collision and comprehensive insurance, shall be considered allowable costs to the extent that they are reasonable and allocable to this contract. Upon commercial lease of a motor vehicle(s), the Contractor shall give written notice to the Contracting Officer as to the insurance coverage provided by such lease agreement.

(End of Clause)

#### **H.16. NATIONAL LABOR RELATIONS ACT**

- (a) The selected Contractor shall be required to comply with the requirements of the National Labor Relations Act. Some of the service employees are represented by the following collective bargaining representative (Union):

International Association of Machinists and Aerospace Workers  
Local No. 2249  
&  
United Aerospace Workers  
Local No. 1921

- (b) As a Government contracting activity, SSC recognizes the rights afforded these individuals by the National Labor Relations Act. Therefore, the successful Contractor agrees to maintain practices that are in compliance with these mandatory provisions of law.
- (c) In the event of a labor dispute (strike) or work stoppage, the Government may restrict the ingress and egress of the Contractor's employees and suppliers to a specific gate. The Contractor agrees to have the employees re-badged (if necessary) and to direct them and all suppliers to utilize only the gate designated by the Contracting Officer.

(End of Clause)

## **H.17. SECURITY CONTROLS**

- (a) Security Requirements. Performance of this contract may require reproduction of classified information. Contractor personnel will be required to obtain access to classified information or to enter areas where classified documents are kept. Personnel security clearances required or requested for work assignments on this contract will be limited strictly to those required to perform the assigned function. The Contractor will be guided by Section III of the Industrial Security Manual, DoD 5220.22-M and will comply with Attachment J-6, Contract Security Classification Specification.

The Contractor shall require each employee engaged on the work site to display Government furnished identification badges and special access badges at all times. The Contractor shall upon termination of an employee, immediately deliver badges and/or passes issued to the employee to the Security Officer of the respective site.

- (b) Access to Secure Areas. Portions of the work under the contract are performed in secure areas, needing specific access requirements. These secure controlled/restricted areas are normally surrounded by fencing and have an entrance gate monitored by a guard or monitoring device. Access into such areas is categorized into "escorted" and "unescorted" access.

All persons requiring unescorted access to a secure area shall be the subject of a favorable security investigation (security clearance) required for access to that area, however in most cases, persons requiring access will be escorted by an approved escort official. The Contractor is responsible for providing escort services for any of its employees and/or any Subcontractor employees who are not eligible for unescorted access. Personnel requiring access to areas containing classified information or material shall have the appropriate security clearance as approved in accordance with the requirement of the applicable Security Office.

- (c) Interfaces. The Contractor shall comply with controlled/restricted area procedures and instructions, to include proper security clearances. Contractor personnel working in controlled/restricted areas, such as the test complex area or manufacturing areas, and computer rooms, may be required to sign in and out, state the nature of business at the entrance desk, and display a unique user provided badge. All work in controlled/restricted areas shall be coordinated with the appropriate unit or organization in accordance with local agency security procedures.

- (d) Privacy Act: The Contractor is bound by the rules as provided in the Privacy Act of 1974.

(End of Clause)

## **H.18. NASA RECORDS MANAGEMENT**

The Contractor shall create, maintain, preserve, and dispose of NASA records in accordance with NPR 1441.1 "NASA Records Retention Schedule" (refer to Attachment J-1, PWS section 1.0).

(End of Clause)

#### **H.19. ASBESTOS AND LEAD**

- (a) During performance of this contract, Contractor personnel performing work in SSC & MAF buildings may come in contact with materials containing asbestos. Some buildings may contain asbestos spray applied insulations or asbestos around pipes, ducts, boilers and tanks. The Contractor shall be responsible for ensuring all applicable codes, standards and regulations are adhered to and enforced, including OSHA Standard 29 CFR 1910.1001, OSHA Standard 29 CFR 1926.1101 and USEPA 40 CFR Part 61, Subpart M. Prior to disturbing suspected asbestos in any manner, the Contractor shall notify the site NASA Environmental Officer, who serves as Asbestos Program Manager, for guidance. The Contractor shall be responsible for ensuring all Contractor personnel working on site are made aware of and comply with this clause.
- (b) SSC has an Asbestos Hazard Control Plan (SCWI-8500-0019-ENV) and MAF has an Asbestos Program (AS60-OI-030), which address procedures for work involving potential asbestos exposure. The Contractor will be required to comply with the provisions of the SSC Plan and MAF Program whenever its work involves the potential for exposure to asbestos.
- (c) In addition to asbestos, Contractor personnel may come in contact with lead based paints. The location of lead based paint has been documented on facility drawings to the extent possible. Other areas may require sampling and analysis if lead based paints are suspected. SSC's Lead Hazard Control Plan (SCWI-8500-0018-ENV) and MAF Environmental Operations Program (AS60-OI-03) address management of potential lead containing materials.

(End of Clause)

#### **H.20. ENVIRONMENTAL PLANNING**

During performance of this contract, the Contractor may be required to design or perform projects that will potentially impact the environment. To guide the Contractor in what needs to be considered in project designs and planning, the Contractor shall reference the SSC (SCWI-8500-0026-ENV) or MAF Environmental Resources Document (ERD) as applicable.

Before engaging in construction projects or other activities that have any potential for impacting the environment the Contractor is required to develop and submit an Environmental Study form (SSC #696M) to the NASA Environmental Office. The NASA Environmental Office for the appropriate site will determine if the project will require evaluation under the National Environmental Policy Act and what environmental permits will be needed prior to proceeding with the project.

(End of Clause)

## **H.21. HAZARDOUS MATERIAL AND HAZARDOUS WASTE MANAGEMENT**

During the performance of this contract, the Contractor may be required to requisition, handle and manage hazardous materials in support of specific projects. The Contractor may also be collecting waste generated by SSC & MAF activities including those of its tenants, for ultimate disposal by NASA. In the performance of these activities, the Contractor shall abide by SSC's Hazardous Materials, Hazardous Waste and Solid Waste Plan (SCWI-8500-0004-ENV), SSC's Integrated Contingency Plan (SCWI-8500-0020-ENV), and MAF's Hazardous Materials, Solid and Hazardous Waste Management procedures (AS60-OI-005).

(End of Clause)

## **H.22. DATA RIGHTS**

- (a) All data developed under this contract shall be a deliverable under this contract and shall be provided to the Government with unlimited rights as defined in FAR clause 52.227-14 (Rights in Data – General) as modified by NFS 1852.227-14 and this clause, unless otherwise specified in a particular task order under this contract.
- (b) The data specified in FAR 52.227-14(b)(1) includes, but is not necessarily limited to:
  - i. All data input into any Government-owned and/or -provided IT System and the Contractor-owned system as a result of performance of this contract;
  - ii. All computer software produced in performance of this contract; and
  - iii. All documented processes and procedures produced in performance of this contract.

(End of clause)

## **H.23. REPORTING OF INCIDENTS INVOLVING WORKPLACE VIOLENCE**

- (a) The Contractor and its employees shall comply with NPD 1600.3, Policy on Prevention of and Response to Workplace Violence. The Contractor shall conduct training on and develop procedures for recognizing, managing, and responding to incidents and threats of workplace violence.
- (b) The Contractor shall require its employees to promptly report all threats to their supervisors/management and site NASA Office of Human Capital, Office of Protective Services, and the Employee Assistance Officer.
- (c) This requirement shall flow down to all Subcontractors; however the Subcontractors shall report threats up through the prime Contractor to the Contracting Officer.

(End of Clause)

#### **H.24. LIMITATION ON EXECUTIVE COMPENSATION**

The Office of Federal Procurement Policy (OFPP) Administrator issued a notice in the Federal Register, dated December 4, 2013, revising the benchmark limitation on Contractor employee compensation under Government contracts for fiscal year 2011 from \$763,029 to \$952,308 (*See* 78 FR 72930). The \$952,308 amount is to be used for Contractor fiscal year 2012 and any subsequent Contractor fiscal years unless and until revised by OFPP. The limitation amount applies to contract costs incurred after January 1, 2012, under defense and civilian agency contracts, whether or not the contract was previously subject to a statutory limitation on compensation. Compensation in excess of the benchmark limitation is unallowable.

(End of Clause)

#### **H.25. CONTRACTOR REPRESENTATIVE(S)**

The Contractor shall designate one of its personnel at SSC to act as project manager, and delegate to this person the complete authority to decide all matters connected with this contract. The Contractor shall further designate a local second employee as alternate with the authority to act as and on upon behalf of the manager in the event of the absence or incapacity of the designated manager. The Contractor shall advise the Contracting Officer in writing of the persons so designated.

(End of Clause)

#### **H.26. SYNERGY, CONSOLIDATION, ENHANCEMENT, AND INNOVATION**

- (a) If applicable, synergies, consolidations, enhancements, and innovations that were included in the proposal submitted in response to the SACOM solicitation and accepted by the Government will be incorporated into this clause. The incorporation of the below items does not relieve the Contractor from the responsibilities of meeting all other contract terms and conditions. By incorporating the below items into this contract, the Contractor agrees to fully implement each with all of the implied requirements such as reliability and quality assurance, and appropriate documentation, as applicable. The Contractor shall perform the items on all applicable work performed, unless specifically waived by the Contracting Officer in writing.
- (b) There shall be no increase in the estimated cost of the contract as a result of the Contractor's full implementation of the below items. The Government will evaluate the Contractor's progress in fully implementing the below items in the Award Term Option evaluation process (reference Attachment J -3, Appendix B, Award Term Option clause).

*The Contracting Officer will insert synergies, consolidations, enhancements, and innovations from the successful Offeror's Proposal*

(End of clause)

## **H.27. KEY PERSONNEL AND FACILITIES (NFS 1852.235-71) (MARCH 1989)**

- (a) The personnel and/or facilities listed below (or specified in the contract Schedule) are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel or facilities, the Contractor shall (1) notify the Contracting Officer reasonably in advance and (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.
- (b) The Contractor shall make no diversion without the Contracting Officer's written consent; provided that the Contracting Officer may ratify in writing the proposed change, and that ratification shall constitute the Contracting Officer's consent required by this clause.
- (c) The list of personnel and/or facilities (shown below or as specified in the contract Schedule) may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel and/or facilities.

*The Offeror's list of Key Personnel will be inserted here.*

(End of clause)

## **H.28. COMPLIANCE WITH SERVICE CONTRACT ACT (SCA) AND COLLECTIVE BARGAINING AGREEMENT (CBA)**

The SCA Wage Determinations (WD) provided at Attachment J-4, Appendix A and the Collective Bargaining Agreements (CBAs) provided at Attachment J-4, Appendix B are applicable to this requirement. The Contractor shall adhere to these SCA WDs and the required wages and fringe benefits specified in the CBAs, in accordance with 41 U.S.C. 6701, *et seq.*

(End of clause)

## **H.29. INCORPORATION OF CONTRACTOR'S PROPOSAL**

The contractor's proposal, as revised through discussions, and the Final Proposal Revision dated \*\_\_\_\_\_, submitted in response to Solicitation NNS14478585R, dated May 19, 2014, and supplemented by Amendment \*\_\_\_\_\_, \*\_\_\_\_\_, \*\_\_\_\_\_, is incorporated into this contract by reference. The PWS at Attachment J-1 shall govern in the event of any inconsistency between the Contractor's proposal and the requirements identified in Attachment J-1 PWS.

NOTE\* This information will be filled in at time of Final Proposal Revision (if applicable).

(End of clause)

### **H.30. CONTRACTING OFFICER'S AUTHORITY**

The Contracting Officer is the only person authorized to approve changes in any of the requirements under this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor effects any such change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority.

(End of clause)

### **H.31. CONTRACTING OFFICER'S REPRESENTATIVES**

The Contracting Officer (CO) will designate Contracting Officer's Representatives (CORs) as his representatives for the purpose of quality inspection and assisting the CO in the administration of the contract. Notwithstanding the previous contents of this clause or any other provisions of this contract, the Contracting Officer is the only individual authorized to redirect the effort or in any way modify any of the terms of this contract.

(End of clause)

### **H.32. STRIKE PLAN**

The Contractor shall develop and maintain a strike contingency plan that establishes procedures to cope with labor disputes among its workforce in accordance with DRD PC18-1.1. One copy of the Contractor's Strike Plan shall be provided to the Contracting Officer for acceptance not later than 60 days preceding the phase-in start date. Changes to the plan shall be submitted to the Procuring Contracting Officer within 45 days of occurrence.

(End of clause)

[END OF SECTION]

**PART II – CONTRACT CLAUSES**  
**SECTION I**  
**CONTRACT CLAUSES**

**I.1. LISTING OF CLAUSES INCORPORATED BY REFERENCE**

The following clauses are hereby incorporated by reference in accordance with FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998):

This solicitation incorporates one (1) or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. **NOTE:** Clause Titles that identify CLINs to which the clause applies are for reference purposes only and each clause will be applied in accordance with the applicable FAR or NFS prescription for that clause. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://www.acquisition.gov/Far/>

<http://www.hq.nasa.gov/office/procurement/regs/nfstoc.htm>

**I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

<b>CLAUSES INCORPORATED BY REFERENCE</b>	
<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE (DATE)</b>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
52.203-6	RESTRICTION ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (OCT 2010)
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-13	CONTRACTORS CODE OF BUSINESS ETHICS AND CONDUCT (APR 2010)
52.203-14	DISPLAY OF HOTLINE POSTER(S). NASA OFFICE OF THE INSPECTOR GENERAL <a href="HTTP://OIG.NASA.GOV/HOTLINE.HTML">HTTP://OIG.NASA.GOV/HOTLINE.HTML</a> (DEC 2007)
52.203-16	PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)
52.206-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND



	REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)
52.204-2	SECURITY REQUIREMENTS (AUG 1996)
52.204-4	PRINTING OR COPYING DOUBLE-SIDED ON RECYCLED PAPER (MAY 2011)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)
52.204-14	SERVICE CONTRACT REPORTING REQUIREMENTS (JAN 2014)
52.204-15	SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (JAN 2014)
52.207-3	RIGHT OF FIRST REFUSAL OF EMPLOYMENT (MAY 2006)
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (DEC 2010)
52.209-9	UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS DEVIATION (OCT 2010)
52.210-1	MARKET RESEARCH (APR 2011)
52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008)
52.215-2	AUDIT AND RECORDS—NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE- UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA-MODIFICATIONS (AUG 2011)
52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.215-13	SUBCONTRACTOR COST OR PRICING DATA-MODIFICATIONS (OCT 2010)
52.215-14	INTEGRITY OF UNIT PRICES (OCT 2010)
52.215-15	PENSION ADJUSTMENTS AND ASSET REVISIONS (OCT 2010)
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB) (JUL 2005)
52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-MODIFICATIONS (OCT 2010)
52.215-23	LIMITATION ON PASS THROUGH CHARGES (OCT 2009)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013) (CLINS X02 & 902)
52.217-8	OPTION TO EXTEND SERVICES (INSERT: 60 DAYS) (NOV 1999)
52.217-9	OPTION TO EXTEND THE TERM OF THE CONTRACT (INSERT: 30 DAYS, 60 DAYS, 9 YEARS AND 5 MONTHS) (MAR 2000)
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (JUL 2013)
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION) WITH (ALTERNATE II, (JUL 2013))

52.219-14	LIMITATION OF SUBCONTRACTING (NOV 2011)
52.219-16	LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)
52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (INSERT: TBP) (JUL 1990) (CLINS X02 & 902)
52.222-3	CONVICT LABOR (JUN 2003)
52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT– OVERTIME COMPENSATION (JUL 2005)
52.222-17	NON-DISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)
52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
52.222-26	EQUAL OPPORTUNITY (MAR 2007)
52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)
52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)
52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)
52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)
52.222-40	NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)
52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
52.222-43	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT PRICE ADJUSTMENT (MULTI-YEAR AND OPTION CONTRACTS) (SEP 2009)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.222-54	EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)
52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA – (ALTERNATE I, (JUL 1995)) (JAN 1997)
52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION – (MAY 2011) ALTERNATE 1 (MAY 2011)
52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
52.223-10	WASTE REDUCTION PROGRAM (MAY 2011)
52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)
52.223-15	ENERGY EFFICIENCY IN ENERGY-CONSUMING PRODUCTS (DEC 2007)
52.223-16	IEEE 1680 STANDARD FOR THE ENVIRONMENTAL ASSESSMENT OF PERSONAL COMPUTER PRODUCTS (DEC 2007)
52.223-17	AFFIRMATIVE PROCUREMENT OF EPA-DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION CONTRACTS (MAY 2008)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.223-19	COMPLIANCE WITH ENVIRONMENTAL MANAGEMENT SYSTEMS (MAY 2011)
52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)
52.224-2	PRIVACY ACT (APR 1984)
52.225-1	BUY AMERICAN ACT – SUPPLIES (FEB 2009)
52.225-8	DUTY-FREE ENTRY (OCT 2010)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
52.227-2	NOTICE & ASSISTANCE REGARDING PATENT & COPYRIGHT INFRINGEMENT (DEC 2007)
52.227-3	PATENT INDEMNITY (APR 1984) – (ALTERNATE I, Fill-In: None) (APR 1984)
52.227-10	FILING OF PATENT APPLICATIONS – CLASSIFIED SUBJECT MATTER (DEC 2007)
52.227-14	RIGHTS IN DATA-GENERAL (DEC 2007)
52.227-16	ADDITIONAL DATA REQUIREMENTS (JUN 1987)
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (CLINS X01 & 901)
52.228-7	INSURANCE - LIABILITY TO THIRD PERSONS (MAR 1996) (CLINS X02 & 902)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.229-3	FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) (CLINS X01 & 901)
52.230-2	COST ACCOUNTING STANDARDS (MAY 2012)
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (JUN 2010)
52.232-1	PAYMENTS (APR 1984)
52.232-8	DISCOUNT FOR PROMPT PAYMENT (FEB 2002) (CLINS X01 & 901)
52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
52.232-11	EXTRAS (APR 1984) (CLINS X01 & 901)
52.232-17	INTEREST (OCT 2010)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-22	LIMITATION OF FUNDS (APR 1984) (CLINS X02 & 902)
52.232-19	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)
52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
52.232-25	PROMPT PAYMENT (JUL 2013) (CLINS X01 & 901)
52.232-25	PROMPT PAYMENT – (ALTERNATE I, (FEB 2002)) (JUL 2013) (CLINS X02 & 902)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER— SYSTEM FOR AWARD MANAGEMENT (JUL 2013)
52.233-1	DISPUTES – WITH (ALTERNATE I, (DEC. 1991)) (JUL 2002)
52.233-3	PROTEST AFTER AWARD (AUG 1996) (CLINS X01 & 901)
52.233-3	PROTEST AFTER AWARD (AUG 1996) (ALTERNATE I, (JUNE 1985)) (CLINS X02 & 902)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND

	VEGETATION (APR 1984)
52.237-3	CONTINUITY OF SERVICES (JAN 1991)
52.237-7	INDEMNIFICATION AND MEDICAL LIABILITY INSURANCE (JAN 1997)
52.237-11	ACCEPTING AND DISPENSING OF \$1 COIN (SEP 2008)
52.239-1	PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984) (CLINS X02 & 902)
52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
52.242-13	BANKRUPTCY (JUL 1995)
52.243-1	CHANGES-FIXED-PRICE (AUG 1987) (CLINS X01 & 901)
52.243-2	CHANGES-COST REIMBURSEMENT- WITH (ALTERNATE II (APR 1984)) (AUG 1987) (CLINS X02 & 902)
52.243-7	NOTIFICATION OF CHANGES (APR 1984)
52.244-2	SUBCONTRACTS (OCT 2010)
52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996) (CLINS X02, 901 & 902)
52.245-1	GOVERNMENT PROPERTY (APR 2012)
52.245-9	USE AND CHARGES (APR 2012)
52.246-23	LIMITATION OF LIABILITY (FEB 1997)
52.246-25	LIMITATION OF LIABILITY – SERVICES (FEB 1997)
52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)
52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)
52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS (FEB 2006)
52.248-1	VALUE ENGINEERING (OCT 2010)
52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) (CLINS X01 & 901)
52.249-6	TERMINATION (COST REIMBURSEMENT) (MAY 2004) (CLINS X02 & 902)
52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) (CLINS X01 & 901)
52.249-14	EXCUSABLE DELAYS (APR 1984) (CLINS X02 & 902)
52.251-1	GOVERNMENT SUPPLY SOURCES (APR 2012)
52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM (IFMS) VEHICLES AND RELATED SERVICES (JAN 1991) (CLINS X02 & 902)
52.253-1	COMPUTER GENERATED FORMS (JAN 1991)

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

<b>CLAUSES INCORPORATED BY REFERENCE</b>	
<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE (DATE)</b>
1852.203-70	DISPLAY OF INSPECTOR GENERAL HOTLINE POSTERS (JUN 2001)
1852.204-76	SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION (JAN 2011)
1852.219-74	USE OF RURAL AREA SMALL BUSINESSES (SEP 1990)
1852.219-76	NASA 8 PERCENT GOAL (JUL 1997)
1852.219-77	NASA MENTOR PROTÉGÉ PROGRAM (MAY 2009)
1852.219-79	MENTOR REQUIREMENTS AND EVALUATION (MAY 2009)
1852.223-74	DRUG- AND ALCOHOL-FREE WORKPLACE (MAR 1996)
1852.227-14	RIGHTS IN DATA – GENERAL (MAR 1996)
1852.236-73	HURRICANE PLAN (DEC 1988)
1852.237-70	EMERGENCY EVACUATION PROCEDURES (DEC 1988)
1852.237-72	ACCESS TO SENSITIVE INFORMATION (JUN 2005)
1852.237-73	RELEASE OF SENSITIVE INFORMATION (JUN 2005)
1852.242-78	EMERGENCY MEDICAL SERVICES AND EVALUATION (APR 2001)
1852.243-71	SHARED SAVINGS (MAR 1997) (CLINS X02 & 902)

### **I.2. LISTING OF CONSTRUCTION CLAUSES**

- (a) In the event any portion of work to be performed under the contract is deemed by the Contractor to fall within the “construction” category, as defined in FAR Part 22, Subpart 22.4, the Contractor’s employees may perform such work up to or equal to \$350,000.00 per project, including labor and materials. This type of Davis-Bacon work under \$350,000.00 may also be subcontracted out using competitive acquisition practices. Construction work estimated greater than \$350,000.00 per project, including labor and materials, shall be subcontracted.
- (b) The Contractor shall include the most current U.S. Department of Labor General Wage Determination applicable to "construction" in solicitations and for use in-house when Davis-Bacon work is performed by Contractor employees in accordance with paragraph (a) of this contract article. The applicability of the appropriate Davis Bacon wage determination will be dependent upon the type of work performed by the Contractor or its Subcontractors (see [www.dol.gov](http://www.dol.gov)).
- (c) If any construction, alteration or repair work on any public building or public work to which the provisions of the Miller Act (40 U.S.C. 3131-3134) apply is performed or is to be performed hereunder by the Contractor or Subcontractor, the Contractor shall furnish

or require the Subcontractor to furnish payment and performance bonds in accordance with the terms of said Miller Act. All Performance and Payment Bonds, submitted in connection herewith, shall comply fully with the requirements stipulated herein, and shall identify the United States of America and/or NASA and the Contractor as co-obligee. The Contractor and the Government agree that the Contractor shall, upon demand of the Government, assign to the United States of America or NASA the Contractor's rights under such Performance Bond(s) and that such assignment shall be made in a manner without invalidating or qualifying the bond instrument.

- (d) These bonds, on forms authorized by the FAR (52.228-15), shall be obtained by the Contractor on or before the effective dates of the work to which they pertain.
- (e) As applicable, the minimum Labor Standard Clauses for any "construction" work performed by the Contractor's own employees or under subcontract are identified as set forth below and are in-addition to any other applicable clause identified in the contract. Additions, deletions, and updates of these labor standard provisions are the responsibility of the Contractor.

**I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

<b>CLAUSES INCORPORATED BY REFERENCE</b>	
<b>CLAUSE NUMBER</b>	<b>CLAUSE TITLE (DATE)</b>
52.211-10	COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)
52.211-13	TIME EXTENSIONS (SEP 2000)
52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)
52.222-6	DAVIS-BACON ACT (JUL 2005)
52.222-7	WITHHOLDING OF FUNDS (FEB 1988)
52.222-8	PAYROLLS AND BASIC RECORDS (JUN 2010)
52.222-9	APPRENTICES AND TRAINEES (JUL 2005)
52.222-10	COMPLIANCE WITH COPELAND ACT REQUIREMENTS (FEB 1988)
52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)
52.222-12	CONTRACT TERMINATION – DEBARMENT (FEB 1988)
52.222-13	COMPLIANCE WITH DAVIS-BACON AND RELATED ACT REGULATIONS (FEB 1988)
52.222-14	DISPUTES CONCERNING LABOR STANDARDS (FEB 1988)
52.222-15	CERTIFICATION OF ELIGIBILITY (FEB 1988)
52.222-27	AFFIRMATIVE ACTION COMPLIANCE REQUIREMENTS FOR CONSTRUCTION (FEB 1999)
52.227-4	PATENT INDEMNITY – CONSTRUCTION CONTRACTS (DEC 2007)
52.228-12	PROSPECTIVE SUBCONTRACTOR REQUESTS FOR BONDS (OCT 1995)
52.228-14	IRREVOCABLE LETTER OF CREDIT (DEC 1999)
52.228-15	PERFORMANCE AND PAYMENT BONDS – CONSTRUCTION (OCT 2010)
52.232-5	PAYMENTS UNDER FIXED PRICE CONSTRUCTION PROJECTS (SEP 2002)

52.232-16	PROGRESS PAYMENTS (APR 2002)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013)
52.232-39	UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)
52.236-12	CLEANING UP (APR 1984)
52.236-14	AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
52.236-15	SCHEDULES FOR CONSTRUCTION CONTRACTS
52.236-17	LAYOUT OF WORK (APR 1984)
52.236-21	SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
52.242-14	SUSPENSION OF WORK (APR 1984)
52.243-4	CHANGES (JUN 2007)
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)
52.246-21	WARRANTY OF CONSTRUCTION (MAR 1994)
52.248-3	VALUE ENGINEERING CONSTRUCTION (OCT 2010)
52.249-10	DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

## II. NASA FAR SUPPLEMENT (48 CFR CHAPTER 18) CLAUSES:

None

### **I.3. UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FAR 52.209-9) (JUL 2013)**

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for-

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information Act procedures, prior to reposting the releasable information. The Contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

#### **I.4. NOTIFICATION OF OWNERSHIP CHANGES (FAR 52.215-19) (OCT. 1997)**

(a) The Contractor shall make the following notifications in writing:



- (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 calendar days.
  - (2) The Contractor shall also notify the ACO within 30 calendar days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall–
- (1) Maintain current, accurate, and complete inventory records of assets and their costs;
  - (2) Provide the ACO or designated representative ready access to the records upon request;
  - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor’s ownership changes; and
  - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of Clause)

**I.5. ORDERING (FAR 52.216-18) (OCT 1995) (CLINS 901 & 902)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from May 1, 2015 through September 30, 2024.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

**I.6. ORDER LIMITATIONS (FAR 52.216-19) (OCT 1995) (CLINS 901 & 902)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$0, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor –
  - (1) Any order for a single item in excess of \$25,000,000;
  - (2) Any order for a combination of items in excess of \$50,000,000; or
  - (3) A series of orders from the same ordering office within 2 Calendar days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 Calendar days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

**I.7. INDEFINITE QUANTITY (FAR 52.216-22) (OCT 1995) (CLINS 901 & 902)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for, the period stated in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12-months after the completion of the contract.

(End of Clause)

**I.8. STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

**REFER TO ATTACHMENT J-8 FOR THE CLASSES & WAGES/FRINGE BENEFITS**

(End of Clause)

**I.9. NOTICE OF RADIOACTIVE MATERIAL (FAR 52.223-7) (JAN 1997)**

- (a) The Contractor shall notify the Contracting Officer or designee, in writing, 30 calendar days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).
- (b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall—
- (1) Be submitted in writing;

- (2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and
  - (3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.
- (c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.
- (d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

(End of Clause)

**I.10. ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA DESIGNATED PRODUCTS (FAR 52.223-9) (MAY 2008)**

- (a) Definitions. As used in this clause—

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.”

“Recovered material” means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

- (b) The Contractor, on completion of this contract, shall—

- (1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and
- (2) Submit this estimate to: NASA Acquisition Management Office, Code DA10, Attn: SACOM Contracting Officer, John C. Stennis Space Center, MS. 39529 and 1 copy to: Environmental Office Code RA02, Environmental Officer, John C. Stennis Space Center, MS 39529).

(End of Clause)

**I.11. OZONE-DEPLETING SUBSTANCES (FAR 52.223-11) (MAY 2001)**

- (a) Definition. “Ozone-depleting substance,” as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as—
  - (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
  - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“Warning”:

Contains (or manufactured with, if applicable) (The Contractor shall insert the name of the substance(s)), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

(End of Clause)

**I.12. SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FAR 52.247-67) (FEB 2006) (CLINS X02 &902)**

- (a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid—
  - (1) By the Contractor under a cost-reimbursement contract; and
  - (2) By a first-tier Subcontractor under a cost-reimbursement subcontract thereunder.
- (b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained onsite by the Contractor and made available for onsite audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.
- (c) Contractors shall submit the above referenced transportation documents to—

SACOM Contracting Officer  
Mail Code: DA10, Building 1100  
Stennis Space Center, MS 39529

(End of Clause)

**I.13. AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)**

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.
- (b) The use in this solicitation or contract of any NASA FAR Supplement (48 CFR Chapter 18) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of Clause)

**I.14. SECURITY CLASSIFICATION REQUIREMENTS (NFS 1852.204-75) ( SEP. 1989)**

Performance under this contract will involve access to and/or generation of classified information, work in a security area, or both, up to the level of Secret. See Federal Acquisition Regulation clause 52.204-2 in this contract and DD Form 254, Contract Security Classification Specification, Attachment J-6.

(End of Clause)

**I.15. OMBUDSMAN (NFS 1852.215-84) (OCT 2003)**

- (a) An ombudsman has been appointed to hear and facilitate the resolution of concerns from offerors, potential offerors, and Contractors during the preaward and postaward phases of this acquisition. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The existence of the ombudsman is not to diminish the authority of the contracting officer, the Source Evaluation Board, or the selection official. Further, the ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes. Therefore, before consulting with an ombudsman, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the Contracting Officer for resolution.
- (b) If resolution cannot be made by the Contracting Officer, interested parties may contact the installation ombudsman, Mr. Richard J. Gilbrech, NASA Office of the Director, John C. Stennis Space Center, MS. 39529, Phone: (228) 688-2121, facsimile: (228) 688-3240, e-mail: [Richard.J.Gilbrech@nasa.gov](mailto:Richard.J.Gilbrech@nasa.gov). Concerns, issues, disagreements, and recommendations which cannot be resolved at the installation may be referred to the Agency ombudsman, the Director of the Contract Management Division, at: (202) 358-0445, facsimile: (202) 358-3083, e-mail [Ronald.A.Poussard@nasa.gov](mailto:Ronald.A.Poussard@nasa.gov). Please do not contact the ombudsman to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer or as specified elsewhere in this document.

(End of Clause)

**I.16. DRUG AND ALCOHOL FREE WORKFORCE (NFS 1852.223-74) (MAR 1996)**

- (a) Definitions. As used in this clause the terms "employee," "controlled substance," "employee in a sensitive position," and "use, in violation of applicable law or Federal regulation, of alcohol" are as defined in 48 CFR 1823.570-2.
- (b)
  - (1) The Contractor shall institute and maintain a program for achieving a drug and alcohol free workforce. As a minimum, the program shall provide for pre-employment, reasonable suspicion, random, post-accident, and periodic recurring (follow-up) testing of Contractor employees in sensitive positions for use, in violation of applicable law or Federal regulation, of alcohol or a controlled substance. The Contractor may establish its testing or rehabilitation program in cooperation with other Contractors or organizations.
  - (2) This clause neither prohibits nor requires the Contractor to test employees in a foreign country. If the Contractor chooses to conduct such testing, this clause does not authorize the Contractor to violate foreign law in conducting such testing.
  - (3) The Contractor's program shall test for the use of marijuana and cocaine. The Contractor's program may test for the use of other controlled substances.
  - (4) The Contractor's program shall conform to the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" published by the Department of Health and Human Services (59 FR 29908, June 9, 1994) and the procedures in 49 CFR part 40, "Procedures for Transportation Workplace Drug Testing Programs," in which references to "DOT" shall be read as "NASA", and the split sample method of collection shall be used.
- (c)
  - (1) The Contractor's program shall provide, where appropriate, for the suspension, disqualification, or dismissal of any employee in a sensitive position in any instance where a test conducted and confirmed under the Contractor's program indicates that such individual has used, in violation of applicable law or Federal regulation, alcohol or a controlled substance.
  - (2) The Contractor's program shall further prohibit any such individual from working in a sensitive position on a NASA contract, unless such individual has completed a program of rehabilitation described in paragraph (d) of this clause.
  - (3) The Contractor's program shall further prohibit any such individual from working in any sensitive position on a NASA contract if the individual is determined under the Contractor's program to have used, in violation of applicable law or Federal regulation, alcohol or a controlled substance and the individual meets any of the following criteria:

- (i) The individual had undertaken or completed a rehabilitation program described in paragraph (d) of this clause prior to such use;
  - (ii) Following such determination, the individual refuses to undertake such a rehabilitation program;
  - (iii) Following such determination, the individual fails to complete such a rehabilitation program; or
  - (iv) The individual used a controlled substance or alcohol while on duty.
- (d) The Contractor shall institute and maintain an appropriate rehabilitation program which shall, as a minimum, provide for the identification and opportunity for treatment of employees whose duties include responsibility for safety-sensitive, security, or National security functions and who are in need of assistance in resolving problems with the use of alcohol or controlled substances.
- (e) The requirements of this clause shall take precedence over any state or local Government laws, rules, regulations, ordinances, standards, or orders that are inconsistent with the requirements of this clause.
- (f) For any collective bargaining agreement, the Contractor will negotiate the terms of its program with employee representatives, as appropriate, under labor relations laws or negotiated agreements. Such negotiation, however, cannot change the requirements of this clause. Employees covered under collective bargaining agreements will not be subject to the requirements of this clause until those agreements have been modified, as necessary; provided, however, that if one year after commencement of negotiation the parties have failed to reach agreement, an impasse will be determined to have been reached and the Contractor will unilaterally implement the requirements of this clause.
- (g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts in which work is performed by an employee in a sensitive position, except subcontracts for commercial items (see FAR Parts 2 and 12).

(End of Clause)

**I.17. RESTRICTION ON FUNDING ACTIVITY WITH CHINA (NFS 1852.225-71)**

- (a) Definition - “China” or “Chinese-owned company” means the People’s Republic of China, any company owned by the People’s Republic of China or any company incorporated under the laws of the People’s Republic of China.
- (b) Public Laws 112-10, Section 1340(a) and 112-55, Section 539, restrict NASA from contracting to participate, collaborate, coordinate bilaterally in any way with China or a Chinese-owned company using funds appropriated on or after April 25, 2011. Contracts for commercial and non-developmental items are exempted from the prohibition because



they constitute purchase of goods or services that would not involve participation, collaboration, or coordination between the parties.

- (c) This contract may use restricted funding that was appropriated on or after April 25, 2011. The Contractor shall not contract with China or Chinese-owned companies for any effort related to this contract except for acquisition of commercial and non-developmental items. If the Contractor anticipates making an award to China or Chinese-owned companies, the Contractor must contact the contracting officer to determine if funding on this contract can be used for that purpose.
- (d) Subcontracts - The Contractor shall include the substance of this clause in all subcontracts made hereunder.

(End of Clause)

**I.18. MINIMUM INSURANCE COVERAGE (NFS 1852.228-75) (OCT 1988)**

The Contractor shall obtain and maintain insurance coverage as follows for the performance of this contract:

- (a) Worker's compensation and employer's liability insurance as required by applicable Federal and state workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with the Contractor's commercial operations that it would not be practical. The employer's liability coverage shall be at least \$100,000, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.
- (b) Comprehensive general (bodily injury) liability insurance of at least \$500,000 per occurrence.
- (c) Motor vehicle liability insurance written on the comprehensive form of policy which provides for bodily injury and property damage liability covering the operation of all motor vehicles used in connection with performing the contract. Policies covering motor vehicles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury liability and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.
- (d) Comprehensive general and motor vehicle liability policies shall contain a provision worded as follows:

"The insurance company waives any right of subrogation against the United States of America which may arise by reason of any payment under the policy."

- (e) When aircraft are used in connection with performing the contract, aircraft public and passenger liability insurance of at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(End of Clause)

**I.19. BUY AMERICAN ACT – CONSTRUCTION MATERIALS (FAR 52.225-9)**  
**(SEP 2010)**

- (a) Definitions. As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial Marketplace; and

- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a Subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Domestic preference.

- (1) This clause implements the Buy American Act ([41 U.S.C. 10a - 10d](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 431](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505\(a\)\(2\)](#)). The Contractor shall use only domestic construction material in performing this contract, except as provided in paragraphs (b)(2) and (b)(3) of this clause.
- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:  
NONE
- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that—
  - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
  - (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.
- (c) Request for determination of inapplicability of the Buy American Act.
  - (1) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including—
    - A. A description of the foreign and domestic construction materials;
    - B. Unit of measure;
    - C. Quantity;
    - D. Price;
    - E. Time of delivery or availability;
    - F. Location of the construction project;
    - G. Name and address of the proposed supplier; and
    - H. A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
      - (i) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
      - (ii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
      - (iii) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
  - (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.

- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
-----------------------------------	-----------------	----------	------------------

Item 1:

Foreign construction material	_____	_____	_____
-------------------------------	-------	-------	-------

Domestic construction material	_____	_____	_____
--------------------------------	-------	-------	-------

Item 2:

Foreign construction material	_____	_____	_____
-------------------------------	-------	-------	-------

Domestic construction material	_____	_____	_____
--------------------------------	-------	-------	-------

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of Clause)

**I.20. BUY AMERICAN ACT – CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FAR 52.225-11) (NOV 2013)**

(a) Definitions. As used in this clause—

“Caribbean Basin country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different construction material distinct from the materials from which it was transformed.

“Commercially available off-the-shelf (COTS) item”—

- (1) Means any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));

- (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 ([46 U.S.C. App. 1702](#)), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or Subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

“Cost of components” means—

- (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Designated country” means any of the following countries:

- (1) A World Trade Organization Government Procurement Agreement country (Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Taiwan, or United Kingdom);

- (2) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Colombia, Costa Rica, Dominican Republic, El Salvador, Guatemala, Honduras, Korea (Republic of), Mexico, Morocco, Nicaragua, Oman, Panama, Peru, or Singapore);
- (3) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Liberia, Madagascar, Malawi, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, South Sudan, Tanzania, Timor-Leste, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
- (4) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, Bonaire, British Virgin Islands, Curacao, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Saba, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, Saint Eustatius, Saint Maarten, or Trinidad and Tobago).

“Designated country construction material” means a construction material that is a WTO GPA country construction material, an FTA country construction material, a least developed country construction material, or a Caribbean Basin country construction material.

“Domestic construction material” means—

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if—
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which non-availability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

“Free Trade Agreement country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a Free Trade Agreement (FTA) country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a FTA country into a new

and different construction material distinct from the materials from which it was transformed.

“Least developed country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a least developed country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different construction material distinct from the materials from which it was transformed.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“WTO GPA country construction material” means a construction material that—

- (1) Is wholly the growth, product, or manufacture of a WTO GPA country; or
- (2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different construction material distinct from the materials from which it was transformed.

(b) Construction materials.

- (1) This clause implements the Buy American Act ([41 U.S.C. chapter 83](#)) by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American Act is waived for construction material that is a COTS item (See FAR [12.505](#)(a)(2)). In addition, the Contracting Officer has determined that the WTO GPA and Free Trade Agreements (FTAs) apply to this acquisition. Therefore, the Buy American Act restrictions are waived for designated county construction materials.
- (2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.
- (3) The requirement in paragraph (b)(2) of this clause does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows: NONE
- (4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that—
  - (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy



American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;

- (ii) The application of the restriction of the Buy American Act to a particular construction material would be impracticable or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act.

- (1) (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including—
    - (A) A description of the foreign and domestic construction materials;
    - (B) Unit of measure;
    - (C) Quantity;
    - (D) Price;
    - (E) Time of delivery or availability;
    - (F) Location of the construction project;
    - (G) Name and address of the proposed supplier; and
    - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
  - (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
  - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American Act applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the

unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

- (3) Unless the Government determines that an exception to the Buy American Act applies, use of foreign construction material is noncompliant with the Buy American Act.
- (d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

FOREIGN AND DOMESTIC CONSTRUCTION MATERIALS PRICE COMPARISON

Construction Material Description	Unit of Measure	Quantity	Price (Dollars)*
Item 1:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____
Item 2:			
Foreign construction material	_____	_____	_____
Domestic construction material	_____	_____	_____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[\* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of Clause)

**I.21. NOTIFICATION PRIOR TO ACQUIRING INFORMATION TECHNOLOGY SYSTEMS FROM ENTITIES OWNED, DIRECTED OR SUBSIDIZED BY THE PEOPLE’S REPUBLIC OF CHINA (NFS 1852.225-74)(JUNE 2013) (DEVIATION)**

(a) Definitions –

“**Acquire**” means procure with appropriated funds by and for the use of NASA through purchase or lease.

“**Entity owned, directed or subsidized by the People’s Republic of China**” means any organization incorporated under the laws of the People’s Republic of China.

**“Information Technology (IT) System”** means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

- (1) Systems acquired by a Contractor incidental to a contract;
  - (2) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation, are not information technology systems;
  - (3) Services in support of IT systems, such as help desk services; or
  - (4) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.
- (b) Section 516 of the Consolidated and Further Continuing Appropriation Act, 2013 (Pub. L.113-6), requires NASA’s Office of the Chief Information Officer (OCIO) to assess the risk of cyber-espionage or sabotage of an information technology (IT) system that is produced, manufactured, or assembled by an entity owned, directed or subsidized by the People’s Republic of China (PRC). The Government retains the right to reject any IT system tendered for acceptance under this Contract, without any further recourse by, or explanation to, the Contractor, if the Government determines the IT system, in whole or in part, presents an unacceptable risk to national security.
- (c) The Contractor shall obtain the approval of the Contracting Officer before acquiring any IT system(s) from entities owned, directed or subsidized by the People’s Republic of China under this contract. Any Contractor request to use such items shall include adequate information for Government evaluation of the request, including—
- (1) A brief description of the item(s); and
  - (2) Vendor/manufacturer’s company name and address;
- (d) The Contracting Officer will provide the information referenced in paragraph (c) to the NASA Office of the Chief Information Officer (OCIO) which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Only items so approved shall be provided under the contract.

(End of Clause)

**I.22. PROVIDING ACCELERATED PAYMENT TO SMALL BUSINESS SUBCONTRACTORS (FAR 52.232-40) (DEC 2013)**

- (a) Upon receipt of accelerated payments from the Government, the Contractor is required to make accelerated payments to small business Subcontractors to the maximum extent practicable after receipt of a proper invoice and all proper documentation from the small business Subcontractor.
- (b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.
- (c) Include the substance of this clause, including this paragraph (b), in all subcontracts with small business concerns.

(End of Clause)

**I.23. PROPOSAL ADEQUACY CHECKLIST (NFS 1852.215-85) (MARCH 2014)**

The offeror shall complete the following checklist, providing location of requested information, or an explanation of why the requested information is not provided. In preparation of the offeror's checklist, offerors may elect to have their prospective subcontractors use the same or similar checklist as appropriate.

**PROPOSAL ADEQUACY CHECKLIST**

	<u>REFERENCES</u>	<u>SUBMISSION ITEM</u>	<u>PROPOSAL PAGE No.</u>	<u>If not provided EXPLAIN (may use continuation pages traceable to this checklist)</u>
<b><u>GENERAL INSTRUCTIONS</u></b>				
1.	FAR 15.408, Table 15-2, Section I Paragraph A	Is there a properly completed first page of the proposal per FAR 15.408 Table 15-2 I.A or as specified in the solicitation?		
2.	FAR 15.408, Table 15-2, Section I Paragraph A(7)	Does the proposal identify the need for Government-furnished material/tooling/test equipment? Include the accountable contract		

		number and contracting officer contact information if known.		
3.	FAR 15.408, Table 15-2, Section I Paragraph A(8)	If your organization is subject to Cost Accounting Standards (CAS), does the proposal identify the current status of your CAS Disclosure Statement? Does the proposal identify and explain notifications of noncompliance with Cost Accounting Standards Board or Cost Accounting Standards (CAS); any proposal inconsistencies with your disclosed practices or applicable CAS; and inconsistencies with your established estimating and accounting principles and procedures?		
4.	FAR 15.408, Table 15-2, Section I, Paragraph C(1) FAR 2.101, "Cost or pricing data"	Does the proposal disclose any other known activity that could materially impact the costs? This may include, but is not limited to, such factors as— (1) Vendor quotations; (2) Nonrecurring costs; (3) Information on changes in production methods and in production or purchasing volume; (4) Data supporting projections of business prospects and objectives and related operations costs; (5) Unit-cost trends such as those associated with labor efficiency; (6) Make-or-buy decisions; (7) Estimated resources to attain business goals; and (8) Information on management decisions that could have a significant bearing on costs.		
5.	FAR 15.408, Table 15-2, Section I Paragraph B	Is an Index of all certified cost or pricing data and information accompanying or identified in the proposal provided and appropriately referenced?		
6.	FAR 15.403-1(b)	Are there any exceptions to		

		submission of certified cost or pricing data pursuant to FAR 15.403-1(b)? If so, is supporting documentation included in the proposal? (Note questions 18-20.)		
7.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(i)	Does the proposal disclose the judgmental factors applied and the mathematical or other methods used in the estimate, including those used in projecting from known data?		
8.	FAR 15.408, Table 15-2, Section I Paragraph C(2)(ii)	Does the proposal disclose the nature and amount of any contingencies included in the proposed price?		
9.	FAR 15.408 Table 15-2, Section II, Paragraph A or B	Does the proposal explain the basis of all cost estimating relationships (labor hours or material) proposed on other than a discrete basis?		
10.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	Is there a summary of total cost by element of cost and are the elements of cost cross-referenced to the supporting cost or pricing data? (Breakdowns for each cost element must be consistent with your cost accounting system, including breakdown by year.)		
11.	FAR 15.408, Table 15-2, Section I Paragraphs D and E	If more than one Contract Line Item Number (CLIN) or sub Contract Line Item Number (sub-CLIN) is proposed as required by the RFP, are there summary total amounts covering all line items for each element of cost and is it cross-referenced to the supporting cost or pricing data?		
12.	FAR 15.408, Table 15-2, Section I Paragraph F	Does the proposal identify any incurred costs for work performed before the submission of the proposal?		
13.	FAR 15.408, Table 15-2, Section I	Is there a Government forward pricing rate agreement (FPRA)? If so, the offeror shall identify the		

	Paragraph G	official submittal of such rate and factor data. If not, does the proposal include all rates and factors by year that are utilized in the development of the proposal and the basis for those rates and factors?		
<b><u>COST ELEMENTS</u></b>				
<b><u>MATERIALS AND SERVICES</u></b>				
14.	FAR 15.408, Table 15-2, Section II Paragraph A	Does the proposal include a consolidated summary of individual material and services, frequently referred to as a Consolidated Bill of Material (CBOM), to include the basis for pricing? The offeror's consolidated summary shall include raw materials, parts, components, assemblies, subcontracts and services to be produced or performed by others, identifying as a minimum the item, source, quantity, and price.		
<b><u>SUBCONTRACTS (Purchased materials or services)</u></b>				
15.	FAR 15.404-3(c) FAR 52.244-2	Per the thresholds of FAR 15.404-3(c), Subcontract Pricing Considerations, does the proposal include a copy of the applicable subcontractor's certified cost or pricing data?		
16.	FAR 15.408, Table 15-2, Note 1; Section II Paragraph A	Is there a price/cost analysis establishing the reasonableness of each of the proposed subcontracts included with the proposal? If the offeror's price/cost analyses are not provided with the proposal, does the proposal include a matrix identifying dates for receipt of subcontractor proposal, completion of fact finding for purposes of price/cost analysis, and submission of the price/cost analysis?		
<b><u>EXCEPTIONS TO CERTIFIED COST OR PRICING DATA</u></b>				

17.	FAR 52.215-20 FAR 2.101, “commercial item”	<p>Has the offeror submitted an exception to the submission of certified cost or pricing data for commercial items proposed either at the prime or subcontractor level, in accordance with provision 52.215-20?</p> <p>a. Has the offeror specifically identified the type of commercial item claim (FAR 2.101 commercial item definition, paragraphs (1) through (8)), and the basis on which the item meets the definition?</p> <p>b. For modified commercial items (FAR 2.101 commercial item definition paragraph (3)); did the offeror classify the modification(s) as either—</p> <p>i. A modification of a type customarily available in the commercial marketplace (paragraph (3)(i)); or</p> <p>ii. A minor modification (paragraph (3)(ii)) of a type not customarily available in the commercial marketplace made to meet Federal Government requirements not exceeding the thresholds in FAR 15.403-1(c)(3)(iii)(B)?</p> <p>c. For proposed commercial items “of a type”, or “evolved” or modified (FAR 2.101 commercial item definition paragraphs (1) through (3)), did the contractor provide a technical description of the differences between the proposed item and the comparison item(s)?</p>		
18.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	Does the proposal support the degree of competition and the basis for establishing the source and reasonableness of price for each subcontract or purchase order priced on a competitive basis		



		exceeding the threshold for certified cost or pricing data?		
<b>INTERORGANIZATIONAL TRANSFERS</b>				
19.	FAR 15.408, Table 15-2, Section II Paragraph A.(2)	For inter-organizational transfers proposed at cost, does the proposal include a complete cost proposal in compliance with Table 15-2?		
20.	FAR 15.408, Table 15-2, Section II Paragraph A(1)	For inter-organizational transfers proposed at price in accordance with FAR 31.205-26(e), does the proposal provide an analysis by the prime that supports the exception from certified cost or pricing data in accordance with FAR 15.403-1?		
<b>DIRECT LABOR</b>				
21.	FAR 15.408, Table 15-2, Section II Paragraph B	Does the proposal include a time phased (i.e.; monthly, quarterly) breakdown of labor hours, rates and costs by category or skill level? If labor is the allocation base for indirect costs, the labor cost must be summarized in order that the applicable overhead rate can be applied.		
22.	FAR 15.408, Table 15-2, Section II Paragraph B	For labor Basis of Estimates (BOEs), does the proposal include labor categories, labor hours, and task descriptions; (e.g.; Statement of Work reference, applicable CLIN, Work Breakdown Structure, rationale for estimate, applicable history, and time-phasing)?		
23.	FAR subpart 22.10	If covered by the Service Contract Labor Standards statute (41 U.S.C. chapter 67), are the rates in the proposal in compliance with the minimum rates specified in the statute?		
<b>INDIRECT COSTS</b>				
24.	FAR 15.408, Table 15-2, Section II Paragraph C	Does the proposal indicate the basis of estimate for proposed indirect costs and how they are applied? (Support for the indirect		

		rates could consist of cost breakdowns, trends, and budgetary data.)		
<b><u>OTHER COSTS</u></b>				
25.	FAR 15.408, Table 15-2, Section II Paragraph D	Does the proposal include other direct costs and the basis for pricing? If travel is included does the proposal include number of trips, number of people, number of days per trip, locations, and rates (e.g. airfare, per diem, hotel, car rental, etc)?		
26.	FAR 15.408, Table 15-2, Section II Paragraph E	If royalties exceed \$1,500 does the proposal provide the information/data identified by Table 15-2?		
27.	FAR 15.408, Table 15-2, Section II Paragraph F	When facilities capital cost of money is proposed, does the proposal include submission of Form CASB-CMF or reference to an FPRA/FPRP and show the calculation of the proposed amount?		
<b><u>FORMATS FOR SUBMISSION OF LINE ITEM SUMMARIES</u></b>				
28.	FAR 15.408, Table 15-2, Section III	Are all cost element breakdowns provided using the applicable format prescribed in FAR 15.408, Table 15-2 III? (or alternative format if specified in the request for proposal)		
29.	FAR 15.408, Table 15-2, Section III Paragraph B	If the proposal is for a modification or change order, have cost of work deleted (credits) and cost of work added (debits) been provided in the format described in FAR 15.408, Table 15-2.III.B?		
30.	FAR 15.408, Table 15-2, Section III Paragraph C	For price revisions/redeterminations, does the proposal follow the format in FAR 15.408, Table 15-2.III.C?		
<b><u>OTHER</u></b>				
31.	FAR 16.4	If an incentive contract type, does the proposal include offeror		

		proposed target cost, target profit or fee, share ratio, and, when applicable, minimum/maximum fee, ceiling price?		
32.	FAR 16.203-4 and FAR 15.408 Table 15-2, Section II, Paragraphs A, B, C, and D	If Economic Price Adjustments are being proposed, does the proposal show the rationale and application for the economic price adjustment?		
33.	FAR 52.232-28	If the offeror is proposing Performance-Based Payments-did the offeror comply with FAR 52.232-28?		
34.	FAR 15.408(n) FAR 52.215-22 FAR 52.215-23	Excessive Pass-through Charges– Identification of Subcontract Effort: If the offeror intends to subcontract more than 70% of the total cost of work to be performed, does the proposal identify: (i) the amount of the offeror's indirect costs and profit applicable to the work to be performed by the proposed subcontractor(s); and (ii) a description of the added value provided by the offeror as related to the work to be performed by the proposed subcontractor(s)?		

(End of Clause)

**I.24. INFORMATION TECHNOLOGY SYSTEM SUPPLY CHAIN RISK ASSESSMENT (NFS 1852.239-72) (APR 2014) (DEVIATION)**

(a) Definitions –

"Acquire" means procure with appropriated funds by and for the use of NASA through purchase or lease.

"Information Technology (IT) System" means the combination of hardware components, software, and other equipment to make a system whose core purpose is to accomplish a data processing need such as the automatic acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission or reception of data. IT systems include ground systems in support of flight hardware. IT systems do not include—

- (1) Systems acquired by a contractor incidental to a contract and not directly charged to the contract, such as a contractor's payroll and personnel management system;
- (2) Systems that do not process NASA information, i.e., any data which is collected, generated, maintained, or controlled on behalf of the Agency;
- (3) Imbedded information technology that is used as an integral part of the product, but the principal function of which is not the acquisition, storage, analysis, evaluation, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. For example, HVAC (heating, ventilation, and air conditioning) equipment such as thermostats or temperature control devices, and medical equipment where information technology is integral to its operation;
- (4) Services in support of IT systems, such as help desk services; or
- (5) Flight hardware, which includes aircraft, spacecraft, artificial satellites, launch vehicles, balloon systems, sounding rockets, on-board instrument and technology demonstration systems, and equipment operated on the International Space Station; as well as prototypes, and engineering or brass boards created and used to test, troubleshoot, and refine air- and spacecraft hardware, software and procedures.

(b) Section 515 of the Consolidated and Further Continuing Appropriation Act, 2014 (Pub.L.113-76), requires NASA's Chief information Officer (CIO) to review the contractor's supply chain for the risk of cyber-espionage or sabotage before acquiring any high-impact or moderate- impact IT systems. The NASA CIO will use the security categorization in the National Institute of Standards and Technology's (NIST) Federal Information Processing Standard Publication 199, "Standards for Security Categorization of Federal Information and Information Systems" to determine whether an IT system is high-impact or moderate-impact.

(c) The Contractor shall provide the following information for any IT system proposed to be provided:

- (1) A brief description of the item(s);
- (2) Vendor/manufacturer's company name and address; and
- (3) If known, manufacturer's web site, and Commercial and Government Entity (CAGE) code.

(d) The Contracting Officer will provide the information referenced in paragraph (b) to the NASA CIO, which will assess the risk of cyber-espionage or sabotage and make a determination if the acquisition of such system is in the national interest. Section 515 only allows NASA to acquire IT systems approved by the OCIO. NASA must reject any IT system the NASA CIO deems to be high impact or moderate impact unless it is determined the acquisition is in the national interest of the United States. The Government reserves the right to make this decision, without any further explanation to the Contractor. The Contracting Officer will advise the Contractor when any IT system

represents an unacceptable risk to national security and may provide the Contractor with an opportunity to submit an alternative IT system.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts involving the development or delivery of any information technology system.

(End of Clause)

(END OF SECTION)

**PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**  
**SECTION J**  
**LIST OF ATTACHMENTS**

<u>Attachments</u>	<u>Title</u>
J-1	Performance Work Statement, Acronyms and Definitions Appendix A - Additional Workload Data Appendix B - Indefinite-Delivery/Indefinite-Quantity (IDIQ) Direct/Indirect Rates and Profit/Fee Rates Appendix C - Acronyms and Definitions
J-2	Data Requirements Document (DRD)
J-3	Fee Plans Appendix A - Incentive Fee Appendix B - Award Term Option Incentive Plan
J-4	Wage Determinations Appendix A - Service Contract Act Appendix B - Collective Bargaining Agreement Appendix C - Davis Bacon Wage Determinations
J-5	Small Business Subcontracting Plan
J-6	Security Classification
J-7	Personal Identity Verification (PIV) Card Issuance Procedures
J-8	U.S. Government Comparable Rates
J-9	Government Furnished Property
J-10	Reference Library
J-11	Phase-In Plan